

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF: )

BASF Corporation )  
1609 Biddle Avenue )  
Wyandotte, Michigan 48192 )

USEPA ID NO.: MID 064 197 742 )

RESPONDENT )

ADMINISTRATIVE ORDER  
ON CONSENT

USEPA DOCKET NO.:

M&W- 0171 '94

)  
) Proceeding under Section 3008(h)  
) of the Resource Conservation and  
) Recovery Act of 1976, as amended,  
) 42 U.S.C. §6928(h).  
)

I. JURISDICTION

This ADMINISTRATIVE ORDER ON CONSENT (Consent Order) is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (U.S. EPA) by Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The authority vested in the Administrator to issue Orders under §3008(h) of RCRA has been delegated to the Regional Administrator in Region V and has been further delegated to the Director of the Waste Management Division (Waste Management Division Director) by U.S. EPA Delegation Nos. 8-31 and 8-32, dated April 16, 1985, and May 15, 1986, respectively.

This Consent Order is issued to BASF Corporation (Respondent), the owner and operator of the BASF North Works facility at 1609 Biddle Avenue, Wyandotte, Michigan 48192 (the Facility). Respondent consents to and agrees not to contest U.S. EPA's jurisdiction to issue this Consent Order and to enforce its terms. Further, Respondent will not contest U.S. EPA's jurisdiction to:

compel compliance with this Consent Order in any subsequent enforcement proceedings, either administrative or judicial; require Respondent's full or interim compliance with the terms of this Consent Order; or impose sanctions for violations of this Consent Order.

## II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in RCRA or in regulations promulgated under RCRA shall have the definitions given to them in RCRA or in such regulations.

1. Acceptable, in the phrase "In a manner acceptable to U.S. EPA..." shall mean that submittals or completed work meet the terms and conditions of this Consent Order, Attachments, Scopes of Work, approved Workplans and/or U.S. EPA's written comments and guidance documents.
2. Additional work shall mean any activity or requirement that is not expressly covered by this Consent Order or its Attachments but is determined by U.S. EPA to be necessary to fulfill the purposes of this Consent Order as presented in Section III: Statement of Purpose.
3. Administrative Record shall mean the record compiled and maintained by U.S. EPA supporting this Consent Order. For information on the contents of the Administrative Record see "Guidance on Administrative Records for RCRA 3008(h) Actions," OSWER Directive 9940.4, July 6, 1989.
4. Area of Concern shall mean any area of the Facility under the control or ownership of the owner or operator where a release to the environment of hazardous waste(s) or hazardous constituents has occurred, is suspected to have occurred, or may occur, regardless of the frequency or duration of the release.
5. CERCLA shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq.
6. Comply or compliance may be used interchangeably and shall mean completion of work required by this Consent Order of a quality approvable by U.S. EPA and in the manner and time specified in this Consent Order or any modification thereof, its attachments or any modification thereof, or written EPA directives. Respondent must meet both the quality and timeliness components of a particular requirement to be considered in compliance with the terms and conditions of this Consent Order.
7. Contractor shall include any subcontractor, independent contractor, consultant or laboratory retained to conduct or monitor any portion of the work performed pursuant to this Consent Order.

8. Corrective measures shall mean those measures or actions necessary to control, prevent, or mitigate the release or potential release of hazardous waste or hazardous constituents into the environment.
9. Corrective Measures Implementation or CMI shall mean those activities necessary to initiate, complete, monitor, and maintain the remedies U.S. EPA has selected or may select to protect human health and/or the environment from the release or potential release of hazardous wastes, or hazardous constituents, into the environment from the Facility. [The CMI requirements are detailed in the CMI Scope of Work included as Attachment IV.]
10. Corrective Measures Study or CMS shall mean the investigation and evaluation of potential remedies which will protect human health and/or the environment from the release or potential release of hazardous wastes, or hazardous constituents, into the environment from the Facility. [The CMS requirements are detailed in the CMS Scope of Work included as Attachment III.]
11. Data Quality Objectives shall mean the qualitative or quantitative statements, the application of which is designed to ensure that data of known and appropriate quality are obtained.
12. Day shall mean a calendar day unless expressly stated to be a business day. Business day shall mean a day other than a Saturday, Sunday, or Federal Holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the end of the next business day.
13. EPA or U.S. EPA shall mean the United States Environmental Protection Agency, and any successor Departments or Agencies of the United States.
14. Facility shall mean all contiguous property under the control of the owner and/or operator.
15. Hazardous Constituents shall mean those constituents listed in Appendix VIII to 40 C.F.R. Part 261 or any constituent identified in Appendix IX to 40 C.F.R. Part 264.
16. Hazardous Waste shall mean hazardous waste as defined in §1004(5) of RCRA or 40 C.F.R. 260.10. This term includes hazardous constituents as defined above.
17. Innovative Treatment Technologies shall mean those technologies for treatment of soil, sediment, sludge, and debris other than incineration or solidification/ stabilization and those technologies for treatment of groundwater contamination that are alternatives to pump and treat. Pump and treat in this instance refers to pumping with conventional treatments like air stripping and UV oxidation.

18. Interim measures or IM shall mean those actions, which can be initiated in advance of implementation of the final corrective action for a facility, to achieve the goal of stabilization. Interim Measures initiate cleanup at a facility and control or eliminate the release or potential release of hazardous wastes or hazardous constituents at or from the Facility.
19. Receptors shall mean those humans, animals, or plants and their habitats which are or may be affected by releases of hazardous waste or hazardous constituents from or at the Facility.
20. RCRA Facility Investigation or RFI shall mean the investigation and characterization of the source(s) of contamination and the nature, extent, direction, rate, movement, and concentration of the source(s) of contamination and releases of hazardous waste, including hazardous constituents, that have been or are likely to be released into the environment from the Facility. [The activities required for the RFI are detailed in the RFI Scope of Work included as Attachment I.]
21. Solid Waste Management Unit or SWMU shall mean any discernible unit at which solid wastes have been placed at any time irrespective of whether the unit was intended for the management of solid or hazardous waste. Such units include any area at a Facility where solid wastes have been routinely and systematically released.
22. Scope of Work or SOW shall mean the outline of work Respondent must use to develop all workplans and reports required by this Order as set forth in this Consent Order and its Attachments I, II, III, IV, V and VI. All SOW Attachments and modifications or amendments thereto, are incorporated into this Consent Order and are an enforceable part of this Consent Order.
23. Stabilization shall mean the goal or philosophy of controlling or abating immediate threats to human health and/or the environment from releases and/or preventing or minimizing the spread of contaminants while long-term corrective measures alternatives are being evaluated.
24. Submittal shall include any workplan, report, progress report, or any other written document Respondent is required by this Consent Order to send to U.S. EPA.
25. Violations of this Consent Order shall mean those actions or omissions, failures or refusals to act by Respondent that result in a failure to meet the terms and conditions of this Order or its Attachments.
26. Work or Obligation shall mean any activity Respondent must perform to comply with the requirements of this Consent Order and its Attachments.
27. Workplan shall mean the detailed plans prepared by Respondent to satisfy the requirements of the corresponding Scope of Work. The requirements for each workplan are presented in Section VII: Work to be Performed and the Attachments I, II, III, IV, V and VI.

III. PARTIES BOUND

A. This Consent Order shall apply to and be binding upon U.S. EPA, Respondent and its officers, directors, employees, agents, and successors and assigns, heirs, trustees, receivers, and upon all persons, including but not limited to contractors, subcontractors, independent contractors, laboratories and consultants acting on behalf of the Respondent.

B. No change in ownership or corporate or partnership status relating to the Facility will in any way alter Respondent's responsibility under this Consent Order. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall not affect Respondent's obligations under this Consent Order. Respondent will be responsible and liable for any failure to carry out all activities required of Respondent by the terms and conditions of this Consent Order, regardless of Respondent's use of employees, agents, contractors, or consultants, to perform any such tasks.

C. Respondent shall provide a copy of this Consent Order to all contractors, subcontractors, independent contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Consent Order within 14 days of the effective date of this Consent Order or date of such retention, and shall condition all such contracts on compliance with the terms of this Consent Order.

D. Respondent shall give written notice of this Consent Order to any successor in interest prior to transfer of ownership or operation of the Facility, or a portion thereof, and shall notify U.S. EPA no later than ninety (90) days prior to such scheduled transfer.

E. Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order, including any portions of this Consent Order incorporated by reference.

IV. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of the U.S. EPA and BASF Corporation are: (1) to continue to take measures to prevent the flow of contaminated groundwater from the Facility to the Detroit River and the Wayne County Department of Public Works sewerage system (except as provided by permit), and to perform any other Interim Measures (IM) at the Facility which may be deemed necessary under this Consent Order to relieve threats to human health or the environment; (2) to prepare a RCRA Facility Investigation (RFI) workplan, perform the RFI to determine fully the nature and extent of any release of hazardous wastes and hazardous constituents at or from the Facility, and prepare an RFI Report; (3) to prepare a Corrective Measures Study (CMS) workplan, propose corrective action objectives and protection standards, perform a CMS to identify and evaluate alternatives for the corrective action necessary to prevent or mitigate any migration or releases of hazardous wastes or hazardous constituents at or from the Facility consistent with corrective action objectives and protection standards, and prepare a CMS Report; and (4), if deemed necessary by U.S. EPA, to prepare a Corrective Measures Implementation (CMI) workplan, implement the corrective measure or measures selected by the U.S. EPA at the Facility, and prepare a CMI Report.

V. FINDINGS OF FACT

A. Respondent is a company doing business in the State of Michigan, whose registered agent in the State of Michigan is The Corporation Company, 615 Griswold Street, Detroit, Michigan, 48226 [Ref: Mich. Dept. of Commerce]. The Respondent is a person as defined in Section 1004(15) of RCRA, 42 U.S.C. §6903(15) and 40 CFR 260.10.

B. Respondent is the owner and operator of a facility located at 1609 Biddle Avenue, Wyandotte, Michigan. Respondent and its predecessor, BASF Wyandotte Corporation, have engaged in storage of hazardous waste at the Facility subject to interim status requirements, 40 CFR Part 265. Hazardous waste management activities of the Respondent and BASF Wyandotte Corporation have included (1) storage of up to 25,300 gallons and 100 cubic yards of hazardous waste in containers; and (2) storage of hazardous waste in a 4,000 gallon tank.

C. The Facility was owned and operated by BASF Wyandotte Corporation as a hazardous waste management facility on and after November 19, 1980, the applicable date which renders facilities subject to interim status requirements or the requirement to have a permit under Sections 3004 and 3005 of RCRA, 42 U.S.C. §§6924 and 6925.

D. (1) Pursuant to Section 3010 of RCRA, 42 U.S.C. §6930, BASF Wyandotte Corporation notified U.S. EPA of its hazardous waste activity. In its notification dated August 5, 1980, BASF Wyandotte Corporation identified itself as a generator of hazardous waste and an owner/operator of a treatment, storage, and disposal facility for hazardous waste.

(2) On December 31, 1985, BASF Wyandotte Corporation was merged into BASF Inmont Corporation and simultaneously the name of the surviving corporation was changed to BASF Corporation. In a letter dated November 27, 1985, BASF Wyandotte Corporation provided notice to U.S. EPA of this change in corporate status.

E. (1) On November 17, 1980, BASF Wyandotte Corporation submitted an initial Part A permit application as required by Section 3005(a) of RCRA, 42 U.S.C. §6925(a).

(2) In revisions to its initial Part A permit application, BASF Wyandotte Corporation deleted application for treatment of hazardous waste in a surface impoundment, and added and subsequently deleted application for treatment of hazardous waste in an incinerator.

(3) In revisions to its Part A permit application, dated June 25, 1981, BASF Wyandotte Corporation identified itself as managing the following hazardous wastes at the Facility:

(a) Wastes exhibiting the characteristic of ignitability as defined in 40 CFR 261.21 (EPA hazardous waste number D001).

(b) Wastes exhibiting the characteristic of corrosivity as defined in 40 CFR 261.22 (EPA hazardous waste number D002).

(c) Hazardous wastes from non-specific sources (40 CFR 261.31): spent halogenated solvents which may include more than one of the following (EPA hazardous waste number F002):

tetrachloroethylene, methylene chloride, trichloroethylene, 1,1,1-trichloroethane, chlorobenzene, 1,1,2-trichloro-1,2,2-trifluoroethane, ortho-dichlorobenzene, trichlorofluoromethane, and still bottoms from the recovery of these solvents.

spent non-halogenated solvents which may include more than one of the following (EPA hazardous waste number F003):

xylene, acetone, ethyl acetate, ethyl benzene, ethyl ether, methyl isobutyl ketone, n-butyl alcohol, cyclohexanone, methanol, and still bottoms from the recovery of these solvents.

spent non-halogenated solvents which may include more than one of the following (EPA hazardous waste number F005):

toluene, methyl ethyl ketone, carbon disulfide, isobutanol, pyridine, benzene, 2-ethoxyethanol, 2-nitropropane, and still bottoms from the recovery of these solvents.

(d) Commercial chemical product hazardous wastes:

acrylonitrile (EPA hazardous waste number U009), chlorobenzene (EPA hazardous waste number U037), chloroform (EPA hazardous waste number U044), and tetrachloromethane (EPA hazardous waste number U211).

F. Respondent's Facility is described as follows:

(1) Commonly referred to as the "BASF North Works", occupying approximately 230 acres, located in the City of Wyandotte, Wayne County, State of Michigan, part of fractional Sections 21 and 28, T. 3 S., R. 11 E., and generally described as being bounded on the north by Perry Place, on the east by the Detroit River, on the south by Mulberry Street, and on the west by Biddle Avenue.

(2) According to correspondence and submissions to U.S. EPA, while owned and operated by the Respondent or BASF Wyandotte Corporation, the Facility engaged in the manufacture, and conducted research and pilot activities in support of its manufacturing, of industrial inorganic chemicals, polyether polyol resins, polyurethane plastics and castings, and vitamins A and E. Historical activities at the Facility have included the manufacture of soda ash and coke.

(3) No fewer than nine solid waste management units have existed at the facility, including: a nominal 25,300 gallon capacity outdoor container storage area; a nominal 100 cubic yard capacity outdoor container storage area; a portion of a warehouse near Alkali Street; a 4,000 gallon capacity above ground storage tank; a nominal 2,000,000 gallon per day wastewater treatment surface impoundment, and three nominal land disposal units.

(a) The nominal 25,300 gallon capacity container storage area is the 75 foot by 75 foot southwest portion of a 100 foot by 178 foot concrete pad, located on the west side of the facility slightly northeast of the research and development complex. The container storage area has a 3 foot square by 2 foot deep sump on its west side, and is enclosed on three sides by a 6 inch high by 4 inch wide curbing. Wastes managed in the area have included those designated by hazardous waste numbers:

D001, D002, D003, F001, F002, F003, F005, U009, U037, U044, U121, U210, U221, U223, 123U, 131U, 019L, 020L, 021L, 025L, and 029L [Ref: Closure Document].

On June 27, 1991, the Michigan Department of Natural Resources (MDNR) recognized the status of the container storage area as closed. However, because of soil and groundwater chemical contamination identified in a June 1981 MDNR investigation, the MDNR denied a determination of clean closure.

(b) The nominal 100 cubic yard capacity container storage area is an outdoor 6.5 foot by 26 foot concrete pad located on the west side of the Facility adjacent to a storage building near the research and development complex. The Facility has used this area for less than 90 day accumulation of hazardous wastes, typically consisting of waste solvents from non-specific sources and ignitable wastes, generated exclusively from chemical research, engineering, and analytical activities.

(c) The warehouse located inside building 53M west of Chippewa Street has been used from August 1, 1983, until June 22, 1992, for the accumulation of hazardous wastes for less than 90 days [Ref: Closure Document p.7, BASF Letter of November 5, 1993].

(d) The 4,000 gallon capacity tank is an above ground, in-line component of the Facility's vitamin E manufacturing process, that was previously used to accumulate acetic acid generated primarily as a manufacturing by-product, and is currently used for the storage of heptane, a manufacturing raw material. The acetic acid was not contaminated with other residual chemical constituents to the extent that it was inherently waste like, such that the Facility typically was able to sell the material for "as received" use in cement processing. On no fewer than four occasions since the tank became regulated under RCRA, when a buyer for the acetic acid was unavailable, the acetic acid was manifested as a hazardous waste and transported for off-site neutralization and disposal. Since November 1987, the tank has been connected by pipe to a treatment vessel, such that when a buyer for the acetic acid was unavailable, the acetic acid was neutralized and discharged to a sanitary sewer as wastewater [Ref: Closure Document p.5, BASF letter of November 5, 1993].

(e) The nominal 2,000,000 gallon per day surface impoundment, located near the north end of the Facility, is used to treat only wastewater that is not regulated as a hazardous waste pursuant to RCRA.

(f) The nominal land disposal unit, located in an elevated area southwest of the coal pile (Ref: 1983 Complaint), used for the disposal of waste filter cake generated in the polyol manufacturing process.

(g) The two nominal waste pile units, located "on the south end of [the Facility] and are just west of the large brine storage pond" [Ref: Ibid.]. These SWJUs have been used for the storage of demolition rubble.

(h) The emergency containment pond located near the intersection of Wyandotte Road and Huron Road used to treat wastewater runoff.

(4) From information developed during a June 1981 MDNR investigation and information developed by Respondent between December 1991 and September 1992, the following Areas of Concern (AOC) have been identified:

(a) AOC 1 is "an open area just south of the polyol process facility" [Ref: 1983 Complaint].

(b) AOC 2 is "the old coke production and bi-products [sic] area, and is just east of [AOC 1]" [Ref: Ibid.].

(c) AOC 3 is an area southeast of the intersection of Wyandotte Road and Ottawa Road.

(5) The eastern half to two-thirds of the Facility is reclaimed marshlands and riverbottom, filled to bring the site to approximate present grade with a heterogeneous mixture of cinders; crushed limestone sand, gravel and cobbles; coal, bank sand, and gravel; clay; and wood timbers, broken concrete and bricks. The fill material occupies the full length of the Facility in a wedge up to 22 feet in thickness which begins near Biddle Avenue and extends to the Detroit River, about 1000 feet in width on the north boundary to about 2400 feet in width across the center of the Facility. The land surface, consisting of fill materials, is separated from the Detroit River by a dock area extending from the northeast corner of the facility to a point approximately 850 feet north of the southeast corner of the facility. Natural materials underlying the fill are glacial and post-glacial deposits, mostly lacustrine clay which ranges in approximate thickness from 40 to 70 feet and fluvial sand which fills depressions and cavities in the lacustrine clay. Soft, organic materials such as peat and organic clay overlie the lacustrine clay and fluvial sand in many places, with typical thicknesses of less than 2 feet. Glacial deposits in the region are underlain by dolomite bedrock at typical depths of between 50 and 100 feet. Groundwater in the dolomite contains large amounts of sulfide, causing it to be non-potable [Ref: S.S. Papadopoulos, 1984].

(6) The surficial fill, fluvial sand, and peat make up the uppermost hydrogeologic system at the Facility. This system has undetermined hydraulic communication with hydrogeologic systems beyond the Facility boundary. The low permeability of the lacustrine clay and small differences in the groundwater elevations between the dolomite and the

surficial materials suggest that glacial lacustrine clay forms a confining bed separating groundwater within the surficial materials from groundwater in the underlying dolomite. Pursuant to the "North Works Remedial Program" specified in a January 6, 1986, Consent Decree with the MDNR, with the intent of halting the flow of groundwater to the Detroit River and the City of Wyandotte sewerage system, groundwater flow at the Facility has been altered through groundwater extraction in three areas: (i) near the southern boundary of the Facility; (ii) near the intersection of Alkali Road and Wyandotte Road; and (iii) in the vicinity of the polyol plant. Groundwater extracted from the three areas is discharged to the Wayne County Department of Public Works, and ultimately to the Detroit River, pursuant to Wayne County Wastewater Discharge Permit No. D-11311, after treatment with an activated carbon system. Prior to the design, construction and operation of the "North Works Remedial Program," which was intended to prevent groundwater flow to the Detroit River, a hydrogeologic study was conducted by S.S. Papadopoulos & Associates, Inc., Consulting Groundwater Hydrologists to BASF [Ref: S.S. Papadopoulos, 1984].

- G. (1) On October 31, 1983, the Attorney General for the State of Michigan and the Director of the Michigan Department of Natural Resources filed a complaint against BASF Wyandotte Corporation, Civil Action No. 83-CV-4712-DT, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging, inter alia, that the soils, surface water, and groundwater at the Facility were subject to "serious chemical contamination".

(2) On January 6, 1986, a Consent Decree settling the above complaint was entered, requiring, inter alia, that BASF Wyandotte Corporation implement a specified "North Works Remedial Program" designed to halt the flow of contaminated groundwater from the Facility to the Detroit River and the City of Wyandotte sewerage system.

H. Groundwater and soil at the Facility contain hazardous constituents listed at 40 CFR Part 261, Appendix VIII. The locations at which hazardous constituents have been identified are detailed in Table A and Figure A:

(1) Respondent's logs of chemical analyses conducted on the feed to the Facility's groundwater carbon treatment system indicate that during 1992, groundwater extracted at the Facility contained methylene chloride, chloroform, and 1,2 dichloropropane at typical concentrations of 0.5 mg/L, 3 mg/L, and 400 mg/L respectively, with high concentrations greater than 1.5 mg/L, 9.6 mg/L, and 1000 mg/L respectively. A groundwater sample taken by Respondent on or about August 26, 1992, from Facility well E10NB contained a non-aqueous phase component consisting of, in part, 72 percent 1,2 dichloropropane, 9 percent dichloroisopropyl ether, 6 percent dichloroethyl ether, 1 percent 1,2,3 trichloropropane, and 0.5 percent chloroform.

(2) At AOC 2, in the vicinity of the Blend House, Building 60V, especially high levels of benzene and toluene were identified in the May 1992 soil borings SB-10 and SB-13; cresol and pyridine were identified in September 1992 in soil borings in the same area. At SWMU 8, benzene was identified in soil excavated in December 1991 between

extraction wells E2NA and E3NA. At AOC 3, benzene, chlorobenzene, and trichloroethylene were identified in soil excavated in May 1992.

(3) Additional hazardous constituents, detected in groundwater and/or soil at the Facility in June 1981 during the course of a Michigan Department of Natural Resources investigation, included:

aniline, benzo(a)pyrene, benzo(b)fluoranthene, cadmium compounds (N.O.S.), p-chloro-m-cresol, chromium compounds (N.O.S.), chrysene, dichlorophenol, diethyl phthalate, dimethylphenol, fluoranthene, fluorine, hexachlorobutadiene, lead compounds (N.O.S.), naphthalene, phenol, and bis(2-ethylhexyl) phthalate (a phthalic acid ester).

(4) In a letter dated April 8, 1981, M.A. Wisniewski, Manager, Corporate Environmental Protection for BASF Wyandotte Corporation, indicated that at least one release of RCRA hazardous waste to the nominal 2,000,000 gallon per day surface impoundment has occurred:

"Once during the past several years an unplanned and sudden spill of hazardous waste was collected and contained in the [surface impoundment] and removed to rail cars within a 48-hour period. This was a one-time emergency action only. Due to the [surface impoundment]'s impermeability (clay base) the short-term action to cleanup the spill prevented environmental contamination."

The locations at which hazardous constituents have been identified are detailed in Table A (Page 16) and Figure A (Page 17):

Table A

Locations and media of hazardous constituents identified at BASF North Works.

40 CFR Part 261 Appendix VIII Constituent	extracted GW	well E10NB	AOC 1 GW soil	AOC 2 GW soil	SWMU F GW soil	SWMU G GW soil	SWMU H GW	SWMU I soil	AOC 3 soil
aniline			X		X		X		
benzene			X	X X	X	X X	X		X
benzo(a)pyrene			X						
benzo(b)fluoranthene				X		X	X		
cadmium (N.D.S.)					X				
chlorobenzene									X
chloroform	X	X	X		X				
p-chloro-m-cresol					X			X	
chromium (N.D.S.)				X	X	X			
chrysene				X		X			
cresol			X	X			X		
dichloroethyl ether		X							
dichloroisopropyl ether		X			X X	X			
dichlorophenol					X				
1,2, dichloropropane	X	X	X		X				
diethyl phthalate						X			
2,4 dimethylphenol			X	X	X	X	X		
fluoranthene						X	X		
fluorine				X		X	X		
hexachlorobutadiene				X					
lead (N.D.S.)				X	X	X			
methylene chloride	X		X						
napthalene			X X	X		X	X	X	
phenol			X		X	X	X		
phthalic acid ester			X	X		X	X		
pyridine				X			X		
toluene			X	X	X	X	X		
trichloroethylene									X
1,2,3 trichloropropane		X							

AOC -- Area of Concern

GW -- groundwater

SWMU -- Solid Waste Management Unit

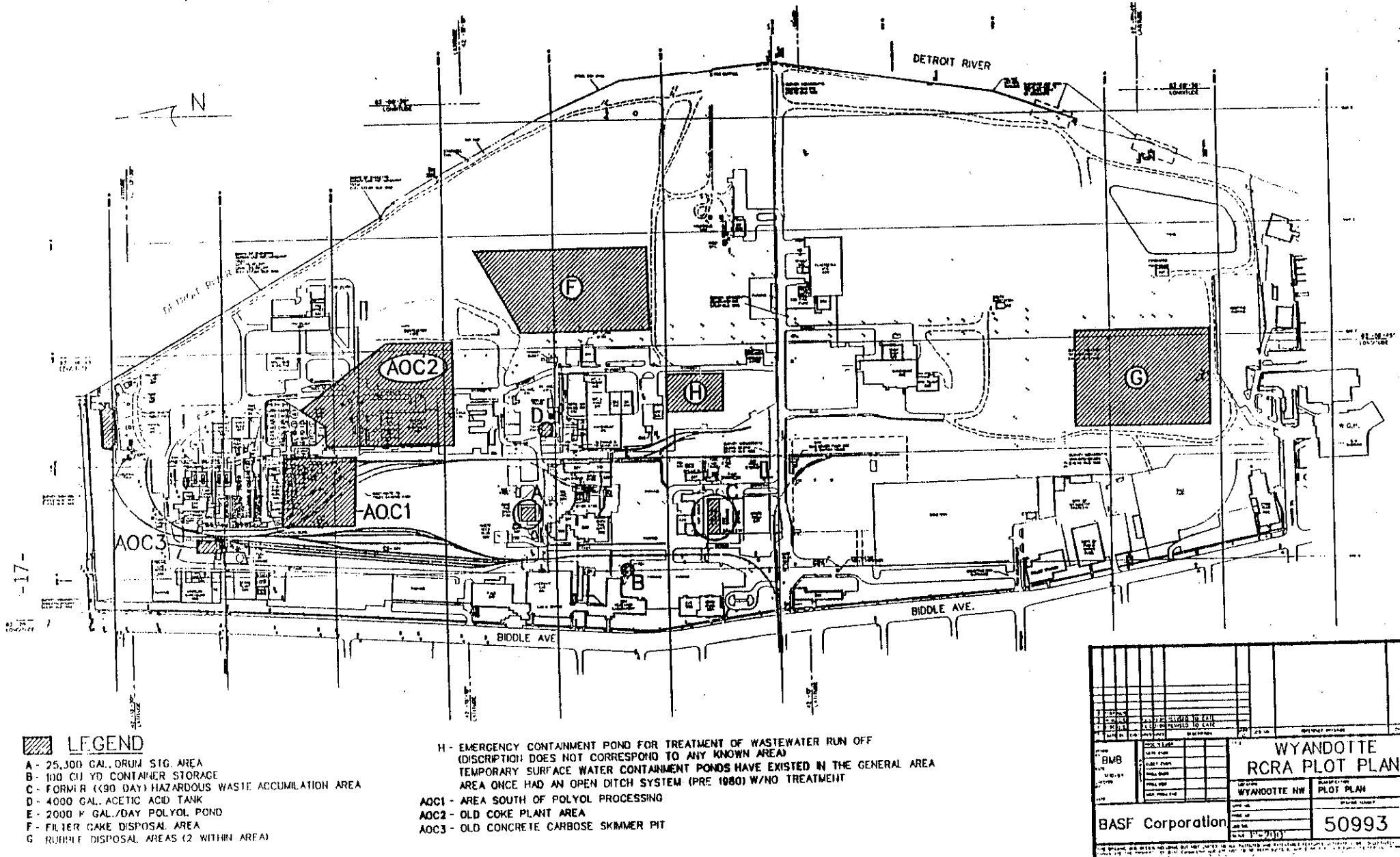


FIGURE A

SWMU - Solid Waste Management Unit/AOC - Area of Concern

- I. (1) Among the hazardous constituents identified in groundwater or soil at the Facility, U.S. EPA has listed the following as known human carcinogens [Ref: Integrated Risk Information System]:

benzene and hexavalent chromium.

- (2) Among the hazardous constituents identified in groundwater or soil at the Facility, U.S. EPA has listed the following as probable human carcinogens [Ref: Ibid.]:

aniline, benzo(a)pyrene, benzo(b)fluoranthene, cadmium, chloroform, chrysene, dichloroethyl ether, lead, methylene chloride, and bis(2-ethylhexyl) phthalate.

- (3) Among the hazardous constituents identified in groundwater or soil at the Facility not otherwise listed as known or probable human carcinogens, U.S. EPA has listed the following as systemic toxicants [Ref: Ibid.]:

cresol, chlorobenzene, dichloroisopropyl ether, dichlorophenol, 1,2 dichloropropane, diethyl phthalate, 2,4 dimethylphenol, fluoranthene, fluorine, hexachlorobutadiene, phenol, pyridine, toluene, and 1,2,3 trichloropropane.

These constituents pose a potential threat to human health and the physical and biotic environment.

- J. (1) Hazardous wastes or hazardous constituents may further migrate from the Facility into the environment via the following pathways:

(a) Groundwater contaminants may be transported or diffuse to off-site groundwater and to the Detroit River and its sediment in dissolved and non-aqueous phases;

(b) Soil contaminants may be transported to groundwater by percolating surface water;

(c) Volatile soil contaminants and light non-aqueous phase groundwater contaminants may migrate to the ambient air as soil gas.

(2) The Facility is located in the City of Wyandotte, a municipality with a population of 30,938 and a population density of 5,837 people per square mile [Ref: 1990 Census] located near the southern extreme of the Detroit metropolitan area. The City of Wyandotte uses the Detroit River as a source of public drinking water. Lake Erie, into which the Detroit River flows, is also a source of public drinking water. Benthic organisms in the Detroit River represent a fundamental trophic level for local ecological systems. The Detroit River downstream from the Facility and Lake Erie are used extensively by the public for swimming, fishing, and boating, and constitute essential habitat for local and migrating wildlife species and communities.

#### VI. U.S. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the foregoing Findings of Fact, and after consideration of the Administrative Record, the Waste Management Division Director of U.S. EPA, Region V, has made the following conclusions of law and determinations:

- A. Respondent is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. §6903(15).
- B. Respondent is the owner or operator of a facility that has operated, is operating, should be operating or should have been operating under interim status, subject to Section 3005(e) of RCRA, 42 U.S.C. §6925(e).

- C. Certain wastes and waste constituents found at the Facility are hazardous wastes or hazardous constituents pursuant to §§1004(5), 3001 of RCRA; 40 CFR Part 261; and, Subpart S, §264.501, 55 Fed. Reg. 30874, July 27, 1990.
- D. There is or has been a release(s) of hazardous wastes and/or hazardous constituents into the environment from Respondent's Facility.
- E. The actions required by this Consent Order are necessary to protect human health and the environment.

VII. WORK TO BE PERFORMED

Pursuant to Section 3008(h) of RCRA, 42 U.S.C. §6928(h), Respondent agrees and hereby is ordered to perform the following acts in the manner and by the dates specified herein. All work undertaken pursuant to this Consent Order shall be in a manner consistent with at a minimum: the attached Scopes of Work, the U.S. EPA approved RCRA Facility Investigation (RFI) Workplan and Report, Corrective Measures Study (CMS) Workplan and Report, Corrective Measures Implementation (CMI) Workplan and Report, and all other Workplans; RCRA and its implementing regulations; other applicable Federal laws and their regulations, federal and substantive State and local requirements; and applicable U.S. EPA guidance documents. Applicable guidance may include, but is not limited to, documents listed in Attachment VI to this Consent Order, which are incorporated by reference as if fully set forth herein.

A. INTERIM MEASURES (IM)/STABILIZATION

1. Respondent shall evaluate available data and assess the need for IM, in addition to any IM specifically required by this Consent Order. IM shall be used whenever possible to achieve the U.S. EPA's initial goal of stabilization.
  
2. Respondent shall submit a Current Conditions Report to U.S. EPA in accordance with Section VII.B.: Work to be Performed, RCRA Facility Investigation. The Current Conditions Report shall contain an assessment of previously implemented IM; specifically, the North Works Remedial Program and the voluntary Toluene Remediation Project. The assessment must evaluate other IM alternatives that could be implemented at the Facility and identify any new data needed for making decisions on stabilization. U.S. EPA will review the Current Conditions Report, and after discussion with Respondent, notify Respondent in writing of U.S. EPA's approval, approval with modifications or disapproval in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work. U.S. EPA shall determine if additional data or information shall be collected. U.S. EPA will review Respondent's data and assessment and other information available to U.S. EPA, and if appropriate will select (an) interim measure(s) which Respondent shall perform. If deemed appropriate by U.S. EPA, such selection may be deferred until additional data is collected.
  
3. In the event Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers new solid waste management units

not previously identified, Respondent shall notify the U.S. EPA Project Coordinator, orally within 48 hours of discovery (or the Region V Emergency Response Line during weekends and holidays at 312-353-2318) and notify U.S. EPA in writing within 14 days of such discovery, summarizing the immediacy and magnitude of the potential threat(s) to human health and/or the environment. Upon written request of U.S. EPA, Respondent shall submit to U.S. EPA an IM Workplan in accordance with the IM Scope of Work, appended as Attachment I. If U.S. EPA determines that immediate action is required, the U.S. EPA Project Coordinator may orally authorize Respondent to act prior to U.S. EPA's receipt of the IM Workplan.

4. If U.S. EPA identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers new solid waste management units not previously identified, the U.S. EPA will notify Respondent in writing. Within 30 days of receiving U.S. EPA's written notification, Respondent shall submit to U.S. EPA an IM Workplan in accordance with the IM Scope of Work, that identifies IM which will mitigate the threat. If U.S. EPA determines that immediate action is required, the U.S. EPA Project Coordinator may orally require Respondent to act prior to Respondent's receipt of U.S. EPA's written notification.

5. All IM Workplans shall ensure that the IM are designed to mitigate immediate or potential threat(s) to human health and/or the environment, and should be consistent with the objectives of, and contribute to the performance of, any long-term remedy which may be required at the Facility.

6. In accordance with Attachment I herein, the IM Workplan shall include the following sections: Interim Measures Objectives; Public Participation; Data Collection Quality Assurance; Data Management; Design Plans and Specifications; Operation and Maintenance; Project Schedule; Interim Measure Construction Quality Assurance; and Reporting Requirements.

7. Concurrent with the submission of an IM Workplan, Respondent shall submit to U.S. EPA a Health and Safety Plan in accordance with Attachment I of this Order.

#### B. RCRA FACILITY INVESTIGATION (RFI)

1. Within ninety (90) days of the effective date of this Consent Order, Respondent shall submit to U.S. EPA a RFI Workplan for a RFI which includes a Current Conditions Report. The RFI Workplan is subject to approval by U.S. EPA in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work, and shall be performed in a manner consistent with the RFI Scope of Work contained in Attachment II. Attachment II to this Consent Order is incorporated by reference as if fully set forth herein. The RFI Workplan shall be developed at a minimum in accordance with RCRA, its implementing regulations, and applicable U.S. EPA guidance documents.

2. The U.S. EPA approved RFI Workplan shall be designed to define the presence, magnitude, extent, direction, and rate of movement of any unpermitted releases of hazardous wastes or hazardous constituents within and beyond the facility boundary. The approved RFI Workplan shall detail the methodology the Respondent shall use to conduct those investigations necessary: (1) to characterize the environmental setting;

(2) to characterize the nature of contaminants; (3) to identify and characterize the potential pathways of contaminant migration; (4) to identify and characterize contaminant plumes; (5) to identify and characterize the source(s) of contamination; (6) to define the degree and extent of contamination; (7) to identify actual and potential physical, human and ecological receptors and their habitats; (8) to identify any additional SWMU and AOC; and (9) to support the development of corrective action objectives, protection standards and alternatives from which a corrective measure may be selected by U.S. EPA. A specific schedule for implementation of all activities shall be included in the approved RFI Workplan.

3. In accordance with the provisions of Attachment II, Task III, the RFI Workplan shall include the following sections: Project Management; Data Collection Quality Assurance; Data Management; and Public Involvement.

4. Concurrent with the submission of an RFI Workplan, Respondent shall submit a Health and Safety Plan in accordance with Attachment II of this Consent Order.

5. Respondent shall submit a RFI report to U.S. EPA for approval in accordance with the EPA approved RFI Workplan schedule. U.S. EPA will review the RFI report and after discussion with Respondent, notify Respondent in writing of EPA's approval, approval with modifications, or disapproval in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work.

C. CORRECTIVE MEASURES STUDY (CMS)

1. Within 60 days of U.S. EPA's approval of the final RFI Report [or Respondent's receipt of a written request from EPA], Respondent shall submit a CMS Workplan to U.S. EPA in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work. The CMS Workplan is subject to approval by U.S. EPA and shall be developed in a manner consistent with the CMS Scope of Work contained in Attachment III to this Consent Order, and incorporated by reference as if fully set forth herein.

2. The CMS shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the facility. The CMS shall be consistent with corrective action objectives and shall identify the potential corrective measures, including any innovative technologies, that may be used for the containment, treatment, and/or disposal of contamination.

3. Respondent shall submit a CMS Report to U.S. EPA for approval in accordance with the U.S. EPA approved CMS Workplan schedule. U.S. EPA will review the CMS Report, and after discussion with Respondent, notify Respondent in writing of U.S. EPA's approval, approval with modifications or disapproval in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work.

4. In accordance with Section VIII.: Public Participation, U.S. EPA will provide the public with an opportunity to submit written and/or oral comments

and an opportunity for a public meeting regarding U.S. EPA's proposed cleanup standards and remedy for the facility.

D. CORRECTIVE MEASURES IMPLEMENTATION (CMI)

1. Within 60 days of Respondent's receipt of notification of U.S. EPA's selection of any corrective measure(s), Respondent shall submit to U.S. EPA a CMI Workplan. The CMI Workplan is subject to approval by U.S. EPA in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work and shall be developed in a manner consistent with the CMI Scope of Work incorporated herein and contained in Attachment IV.
  
2. The CMI Workplan shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the facility. In accordance with Attachment IV herein, the CMI Workplan shall also include the following sections: Program Management; Public Participation; Design Plans and Specifications; Operation and Maintenance; Cost Estimate; Project Schedule; Construction Quality Assurance; Data Collection Quality Assurance; and Data Management.
  
3. Concurrent with the submission of a CMI Workplan, Respondent shall submit to U.S. EPA a CMI Health and Safety Plan in accordance with Attachment IV.
  
4. U.S. EPA will review the CMI Workplan and after discussion with Respondent, notify Respondent in writing of U.S. EPA's approval, approval with modifications or disapproval, in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work.

5. Respondent shall submit a CMI report to U.S. EPA in accordance with the U.S. EPA approved CMI workplan schedule. U.S. EPA will review the CMI report, and after discussion with Respondent, notify Respondent of U.S. EPA's approval, approval with modifications, or disapproval in accordance with Section IX.: Agency Approvals/Proposed Contractor/Additional Work.

VIII. PUBLIC PARTICIPATION AND COMMENT IN CORRECTIVE MEASURE(S) SELECTION

A. U.S. EPA will provide the public with an opportunity to review and comment on the final draft of the CMS Report and a description of U.S. EPA's proposed corrective measure(s), including U.S. EPA's justification for proposing such corrective measure(s) in the Statement of Basis.

B. Following the public comment period, U.S. EPA may approve the CMS Report and select a final corrective measure(s) or require Respondent to revise the Report and/or perform additional corrective measures studies.

C. U.S. EPA will notify Respondent of the final corrective measure selected by U.S. EPA in the Final Decision and Response to Comments. The notification will include U.S. EPA's reasons for selecting the corrective measure.

IX. AGENCY APPROVALS/PROPOSED CONTRACTOR/  
ADDITIONAL WORK

A. U.S. EPA APPROVALS

1. U.S. EPA will provide Respondent with its written approval, approval with conditions and/or modifications, or disapproval with comments, for any workplan, report (except progress reports), specification, or schedule submitted pursuant to or required by this Consent Order. U.S. EPA will provide a statement of reasons for any approval with conditions and/or modifications, or disapproval with comments.

2. Respondent shall revise any workplan, report, specification, or schedule in accordance with U.S. EPA's written comments. Respondent shall submit to U.S. EPA any revised submittals in accordance with the due date specified by U.S. EPA. Revised submittals are subject to U.S. EPA approval, approval with conditions and/or modifications, or disapproval with comments.

3. Upon receipt of U.S. EPA's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

4. Any U.S. EPA approved report, workplan, specification, or schedule shall be deemed incorporated into this Consent Order. Prior to this written approval, no workplan, report, specification, or schedule shall be construed as approved and final. Oral advice, suggestions, or comments given by U.S. EPA representatives will not constitute an official approval, nor shall any oral approval or oral assurance of approval be considered binding.

B. PROPOSED CONTRACTOR/CONSULTANT

All work performed pursuant to this Consent Order shall be under the direction and supervision of a professional engineer, hydrologist, geologist, or environmental scientist, with expertise in hazardous waste cleanup.

Respondent's contractor or consultant shall have the technical expertise sufficient to adequately perform all aspects of the work for which it is responsible. Within 14 days of the effective date of this Consent Order, Respondent shall notify the U.S. EPA Project Coordinator in writing of the name, title, and qualifications of the engineer, hydrologist, geologist, or environmental scientist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Order.

Respondent shall identify whether any contractor is on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (See Attachment VI). U.S. EPA reserves the right to disapprove Respondent's contractor at any time during the period that this Consent Order is effective. If U.S. EPA disapproves a contractor or consultant, then Respondent must, within 30 days of receipt from U.S. EPA of written notice of disapproval, notify U.S. EPA's Project Coordinator, in writing, of the name, title, and qualifications of any replacement. U.S. EPA's disapproval shall not be subject to review under Section XVI.: Dispute Resolution.

C. ADDITIONAL WORK

U.S. EPA may determine, or Respondent may propose, that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications, are necessary in addition to or in lieu of the tasks included in any U.S. EPA-approved workplan, to meet the purposes set forth in

Section IV.: Statement of Purpose. If U.S. EPA determines that Respondent shall perform additional work, U.S. EPA will notify Respondent in writing and specify the objective, purpose and basis for its determination that the additional work is necessary. Within 30 days after the receipt of such determination, Respondent shall have the opportunity to meet or confer with U.S. EPA to discuss the additional work. If required by U.S. EPA, Respondent shall submit for U.S. EPA approval a workplan for the additional work. U.S. EPA will specify the contents of such workplan. Such workplan shall be submitted within 60 days of receipt of U.S. EPA's determination that additional work is necessary, or according to an alternative schedule established by U.S. EPA. Upon approval of a workplan by U.S. EPA, Respondent shall implement it in accordance with the schedule and provisions contained therein.

X. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- A. Respondent shall follow U.S. EPA guidance for sampling and analysis. Workplans shall contain QA/QC and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the QA/QC and chain of custody procedures in approved workplans must be approved by U.S. EPA prior to implementation; must be documented, including reasons for the deviations; and must be reported in the applicable report (e.g., RFI).
- B. The name(s), address(es), and telephone number(s) of the analytical laboratories Respondent proposes to use must be specified in the applicable workplan(s).

C. All workplans required under this Consent Order shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended use(s).-

D. Respondent shall monitor to ensure that high quality data is obtained by its consultant or contract laboratories. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (SW-846 Third Edition as amended by Update One, July 1992 and Update Two, August 1993)," or other methods deemed satisfactory to U.S. EPA. If methods other than U.S. EPA methods are to be used, Respondent shall specify all such protocols in the applicable workplan (e.g., RFI). U.S. EPA may reject any data that does not meet the requirements of the approved workplan or U.S. EPA analytical methods and may require additional sampling and analysis.

E. Respondent shall ensure that laboratories it uses for analyses participate in a QA/QC program equivalent to that which is followed by U.S. EPA. U.S. EPA may conduct a performance and QA/QC audit of the laboratories chosen by Respondent before, during, or after sample analyses. Upon request by U.S. EPA, Respondent shall have its laboratory perform analyses of samples provided by U.S. EPA to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, additional sampling and analysis may be required.

XI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. Respondent shall submit to U.S. EPA upon request the results of all sampling and/or tests or other data generated by divisions, agents, consultants, or contractors pursuant to this Consent Order.

B. Notwithstanding any other provisions of this Consent Order, the United States retains all of its information gathering and inspection authorities and rights, including the right to bring enforcement actions related thereto, under RCRA, CERCLA, and any other applicable statutes or regulations.

C. Respondent shall notify U.S. EPA in writing at least 14 days prior to beginning each separate phase of field work approved under any workplan required by this Consent Order. The notification period may be revised by U.S. EPA on a case-by-case basis after discussion with Respondent. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from the U.S. EPA Project Coordinator or, if the U.S. EPA Project Coordinator is unavailable, her Section Chief, to commence such activities immediately. At the request of U.S. EPA, Respondent shall provide or allow U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Order. Similarly, at the request of Respondent, U.S. EPA shall allow Respondent or its authorized representative(s) to take split or duplicate samples of all samples collected by U.S. EPA under this Consent Order.

D. Respondent may assert a business confidentiality claim covering all or part of any information submitted to U.S. EPA pursuant to this Consent Order. Any assertion of confidentiality must be accompanied by information that satisfies the items listed in 40 CFR §2.204(e)(4) or such claim shall be deemed waived. Information determined by U.S. EPA to be confidential shall be disclosed only to the extent permitted by 40 CFR Part 2. If no such confidentiality claim accompanies the information when it is submitted to U.S. EPA, the information may be made available to the public by U.S. EPA without further notice to Respondent. Respondent agrees not to assert any confidentiality claim with regard to any physical or analytical data.

#### XII. ACCESS

A. U.S. EPA, its contractors, employees, and/or any duly designated U.S. EPA representatives are authorized to enter and freely move about the facility pursuant to this Order for the purposes of, inter alia: interviewing facility personnel and contractors; inspecting records, operating logs, and contracts related to the facility; reviewing the progress of Respondent in carrying out the terms of this Consent Order; conducting such tests, sampling, or monitoring as U.S. EPA deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the reports and data submitted to U.S. EPA by Respondent. Respondent agrees to provide U.S. EPA and its representatives access at all reasonable times to the facility and subject to paragraph B below, to any other property to which access is required for implementation of this Consent Order. Respondent shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this

Consent Order and that are within the possession or under the control of Respondent or its contractors or consultants.

B. To the extent that work being performed pursuant to this Consent Order must be done beyond the facility property boundary, Respondent shall use its best efforts to obtain access agreements necessary to complete work required by this Consent Order from the present owner(s) of such property within 30 days of the date that the need for access becomes known to Respondent. Best efforts as used in this paragraph shall include, at a minimum, a certified letter from Respondent to the present owner(s) of such property requesting access agreement(s) to permit Respondent and its authorized representatives to access such property, and the payment of reasonable compensation in consideration of granting access. Any such access agreement shall provide for access by U.S. EPA and its representatives. Respondent shall insure that U.S. EPA's Project Coordinator has a copy of any access agreement(s). In the event that agreements for access are not obtained within 30 days of approval of any workplan for which access is required, or of the date that the need for access became known to Respondent, Respondent shall notify U.S. EPA in writing within 14 days thereafter of both the efforts undertaken to obtain access and the failure to obtain access agreements. U.S. EPA may, at its discretion, assist Respondent in obtaining access. In the event U.S. EPA obtains access, Respondent shall undertake U.S. EPA-approved work on such property.

C. The Respondent agrees to indemnify the United States as provided in Section XXI.: Indemnification, for any and all claims arising from activities on such property.

D. Nothing in this section limits or otherwise affects U.S. EPA's right of access and entry pursuant to applicable law, including RCRA and CERCLA.

E. Nothing in this section shall be construed to limit or otherwise affect Respondent's liability and obligation to perform corrective action including corrective action beyond the facility boundary, notwithstanding the lack of access.

F. U.S. EPA and its representatives shall adhere to the specifics of the Facility Health and Safety Plan, to the extent such Plan does not contradict or impede access and other activities under this Consent Order.

#### XIII. RECORD PRESERVATION

A. Respondent shall retain, during the pendency of this Consent Order and for a minimum of six (6) years after its termination, all data, records, and documents now in its possession or control or which come into its possession or control which relate in any way to this Consent Order or to hazardous waste management and/or disposal at the facility. Respondent shall notify U.S. EPA in writing 90 days prior to the destruction of any such records, and shall provide U.S. EPA with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Order and shall be addressed to:

William E. Muno, Director  
Waste Management Division  
USEPA, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604

B. Respondent further agrees that within 30 days of retaining or employing any agent, consultant, or contractor for the purpose of carrying out the terms

of this Consent Order, Respondent will enter into an agreement with any such agents, consultants, or contractors whereby such agents, consultants, and/or contractors will be required to provide Respondent a copy of all documents produced pursuant to this Consent Order.

C. All documents pertaining to this Consent Order shall be stored by the Respondent in a centralized location at the Facility to afford ease of access by U.S. EPA or its representatives.

XIV. REPORTING AND DOCUMENT CERTIFICATION

A. Beginning with the first full month following the effective date of this Consent Order, and throughout the period that this Consent Order is effective, Respondent shall provide U.S. EPA with monthly progress reports. Progress reports are due the tenth day of the month. The progress reports shall conform to requirements in the relevant scope of work contained in Attachments I, II, III, IV, V and VI. U.S. EPA may adjust the frequency of progress reports, after discussion with Respondent, to be consistent with site-specific activities.

B. Three (3) copies of all documents submitted pursuant to this Consent Order shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, or by overnight express mail to:

1. Documents to be submitted to the U.S. EPA should be sent to:

Diane M. Sharrow  
Project Coordinator,  
USEPA Region 5, HRE-8J  
77 W. Jackson Blvd.  
Chicago, IL 60604

2. Documents to be submitted to the Respondent should be sent to:

Adam C. Bickel  
Project Coordinator  
BASF Corporation  
1609 Biddle Avenue  
Wyandotte, MI 48192

Other addresses can also be designated by the Project Coordinators with notice. All documents submitted pursuant to this Consent Order shall be printed on recycled paper and shall be copied double-sided whenever practicable.

C. Any report or other document submitted by Respondent pursuant to this Consent Order which makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Order shall be certified by a responsible corporate officer of Respondent or a duly authorized representative. A responsible corporate officer means: 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.

D. The certification required by paragraph XIV.C. above, shall be in the following form:

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to evaluate the information submitted. I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those identified portion(s) of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, or the immediate supervisor of such person(s), 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:  
Title:  
Date:

XV. DELAY IN PERFORMANCE/STIPULATED PENALTIES

A. Unless there has been a written modification by U.S. EPA of a compliance date, a written modification by U.S. EPA of an approved workplan condition, or excusable delay as defined in Section XVII.: Force Majeure and Excusable Delay, if Respondent fails to comply with any term or condition set forth in this Consent Order in the time or manner specified herein, Respondent shall pay stipulated penalties as set forth below upon written demand from U.S. EPA.

1. For failure to commence, perform, and/or complete field work in a manner acceptable to U.S. EPA or at the time required pursuant to this Order: \$2,000 per day for the first seven days of such violation, \$5,000 per day for the eighth through twenty-first day of such violation, and \$8,000 per day for each day of such violation thereafter;

2. For failure to complete and submit any workplans or reports (other than progress reports) in a manner acceptable to U.S. EPA or at the time required pursuant to this Consent Order, or for failure to notify U.S. EPA of immediate or potential threats to human health and/or the environment, new releases of hazardous waste and/or hazardous constituents and/or new solid waste management units not previously identified, as required by this Consent Order: \$2,000 per day for the first seven days of such violation, \$5,000 per day for the eighth through twenty-first day of such violation, and \$8,000 per day for each day of such violation thereafter;
  
3. For failure to complete and submit other written submittals (not included in paragraph A.1. and A.2. of this section) in a manner acceptable to U.S. EPA or at the time required pursuant to this Consent Order: \$1,000 per day for the first seven days of such violation, \$2,000 per day for the eighth through twenty-first day of such violation, and \$3,500 per day for each day of such violation thereafter;
  
4. For failure to comply with any other provisions of this Consent Order in a manner acceptable to U.S. EPA: \$1,000 per day for the first seven days of such violation, \$2,500 per day for the eighth through twenty-first day of such violation, and \$3,500 per day for each day of such violation thereafter.

B. Penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the day of correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Order. Penalties shall continue to accrue regardless of whether U.S. EPA has notified the Respondent of a violation.

C. All penalties owed to the United States under this Section shall be due and payable within 30 days of the Respondent's receipt from U.S. EPA of a written demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI.: Dispute Resolution. Such a written demand will describe the violation and will indicate the amount of penalties due.

D. Interest shall begin to accrue on any unpaid stipulated penalty balance beginning on the thirty-first day after Respondent's receipt of U.S. EPA's demand letter. Interest shall accrue at the Current Value of Funds Rate established by the Secretary of the Treasury. Pursuant to 31 U.S.C. § 3717, an additional penalty of 6% per annum on any unpaid principal shall be assessed for any stipulated penalty payment which is overdue for 90 or more days.

E. All penalties shall be made payable by certified or cashier's check to the United States of America and shall be remitted to:

U.S. Department of the Treasury  
Attention: USEPA Region 5, Office of the Comptroller  
P.O. Box 70753, Chicago, IL 60673

All such checks shall reference the name of the facility, the Respondent's name and address, and the U.S. EPA docket number of this action. Copies of all such checks and letters forwarding the checks shall be sent simultaneously to the U.S. EPA Project Coordinator.

F. Respondent may dispute U.S. EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section XVI.: Dispute Resolution. The stipulated penalties in dispute shall continue to accrue, but need not be paid, during the dispute resolution period. Respondent shall pay stipulated penalties and interest, if any, in accordance with the dispute resolution decision and/or agreement. Respondent shall submit such payment to U.S. EPA within seven (7) days of receipt of such resolution in accordance with Paragraph E. of this Section.

G. Neither the invocation of dispute resolution nor the payment of penalties shall alter in any way Respondent's obligation to comply with the terms and conditions of this Consent Order.

H. The stipulated penalties set forth in this section do not preclude U.S. EPA from pursuing any other remedies or sanctions which may be available to U.S. EPA by reason of Respondent's failure to comply with any of the terms and conditions of this Consent Order.

I. No payments under this section shall be tax deductible for federal tax purposes.

#### XVI. DISPUTE RESOLUTION

A. The parties shall use their best efforts to informally and in good faith resolve all disputes or differences of opinion. The parties agree that the procedures contained in this section are the sole procedures for resolving disputes arising under this Consent Order. If Respondent fails to follow any of the requirements contained in this section, then it shall have waived its right to further consideration of the disputed issue.

B. If Respondent disagrees, in whole or in part, with any written decision ("Initial Written Decision") by U.S. EPA pursuant to this Consent Order, Respondent's Project Coordinator shall notify the U.S. EPA Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

C. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objections in writing. Respondent's written objections must be directed to the U.S. EPA Project Coordinator and may be copied to U.S. EPA Regional Counsel. This written notice must be mailed to such person(s) within 14 days of Respondent's

receipt of the Initial Written Decision. Respondent's written objection must set forth the specific points of the dispute, the position Respondent claims should be adopted as consistent with the requirements of this Order, the basis for Respondent's position, and any matters which it considers necessary for U.S. EPA's determination.

D. U.S. EPA and Respondent shall have 14 days from U.S. EPA's receipt of Respondent's written objections to attempt to resolve the dispute through formal negotiations. This time period may be extended by U.S. EPA for good cause. During such time period, or Negotiation Period, Respondent may request a conference with the RCRA Enforcement Branch Chief to discuss the dispute and Respondent's objections. U.S. EPA agrees to confer in person or by telephone to resolve any such disagreement with the Respondent as long as Respondent's request for a conference will not extend the Negotiation Period.

E. If the parties are unable to reach an agreement within the Negotiation Period, Respondent has the right to submit any additional written arguments and evidence, not previously submitted, to the Waste Management Division, Associate Director for the Office of RCRA. Based on the record, U.S. EPA shall provide to Respondent its written decision on the dispute ("U.S. EPA Dispute Decision") which shall include a response to Respondent's arguments and evidence. Such decision shall be incorporated into and become an enforceable element of this Consent Order, but will not be considered final Agency action for purposes of judicial review.

F. Except as provided in Section XV.: Delay in Performance/Stipulated Penalties, the existence of a dispute as defined in this section and U.S. EPA's consideration of matters placed into dispute shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Consent Order during the pendency of the dispute resolution process.

G. Respondent may request mediation within 5 days of issuance of the U.S. EPA Dispute Decision if such decision involves a mediated matter as defined in paragraph H. In the event of such a request, the parties agree to follow the procedures in paragraphs H through O below. Alternatively, U.S. EPA and Respondent may agree in writing to waive formal negotiations as outlined above and initiate mediation as outlined below. In this event the references to mediation request should be changed to "the Initiation of Mediation".

H. For purposes of this section, Mediated Matters include: (1) the need for additional work beyond that required in Section VII.: Work to be Performed, costing an additional \$250,000; (2) approval of the final RFI report or CMS workplan; or (3) the existence of a force majeure event pursuant to Section XVII.: Force Majeure. Respondent may invoke the mediation process no more than three (3) times during the pendency of this Consent Order.

I. The parties agree that they will share equitably the costs of mediation. The U.S. EPA Project Coordinator shall notify Respondent as to the extent of U.S. EPA Region 5's ability to share equitably the costs of mediation within 5 days of U.S. EPA's receipt of Respondent's request for mediation or within 5 days of the date of the parties' agreement to mediate pursuant to paragraph G.

above. This time period may be extended by the U.S. EPA Project Coordinator if necessary to determine the availability of U.S. EPA Headquarters' funds to share the costs of mediation. U.S. EPA's ability to share the costs of mediation will be determined by U.S. EPA in its sole discretion and shall not be subject to dispute resolution or judicial review. Upon written notice by the U.S. EPA Project Coordinator to Respondent that U.S. EPA cannot equitably share the costs of mediation, the U.S. EPA Dispute Decision shall be incorporated into and become an enforceable element of this Consent Order, but will not be considered final Agency action for purposes of judicial review. If U.S. EPA notifies Respondent that it can equitably share the expenses of mediation then the Parties shall follow the procedures below.

J. If the parties use U.S. EPA's Dispute Resolution Support Services contract they agree to select a mediator(s) in accordance with the following procedures:

- (1) Upon receipt of Respondent's request for mediation or the written agreement to mediate pursuant to paragraph G. above, and following U.S. EPA's notification that it can share the expenses of mediation, the parties will be forwarded a list of mediators ("Mediator Selection List") available through the Dispute Resolution Support Services Contract managed by U.S. EPA.

(2) Within 5 days of Respondent's receipt of the Mediator Selection List, the parties shall simultaneously provide each other with a letter ("Mediator Nomination Letter") which shall contain the names of 5 persons from the Mediator Selection List nominated to serve as mediators for the Mediated Matter in dispute.

(3) The mediators nominated by each party must not have any past, present, or planned future business relationships with the parties, other than for mediation activities. They must also agree to the terms and conditions for mediation contained in this Consent Order and enter into an agreement for the provision of ADR services with the parties. All persons nominated shall be provided with a copy of the Consent Order by the nominating party. Any conflicts of interest or refusal to comply with paragraphs M. and N. of this section shall automatically result in rejection of said nominee.

(4) Within 5 days of the receipt of the Mediation Nomination Letters, each party shall advise the other in writing of acceptable nominees. All acceptable nominees who are not automatically rejected pursuant to subparagraph (3) above, shall comprise the Mediator Nomination List. The parties shall select a mediator from the Mediator Nomination List and enter into an agreement for mediation services with such mediator through negotiation and by mutual consent within 20 days of the receipt of the Mediation Nomination Letters.

Alternatively, the parties may select a mediator from any other source of mediators. In this event, the provisions of paragraph J.3. shall continue in effect.

K. The parties agree that the time period for mediation of the matter in dispute is limited to 30 days from the date the parties sign an agreement with a Mediator. This time period may be extended by U.S. EPA.

L. If for any reason the parties are unable to select a mediator, or are unable to approve and execute an agreement for mediation services, or are unable to complete mediation, within the time periods for those activities specified in paragraphs J. and K. above, U.S. EPA's Dispute Decision shall be incorporated into and shall become an enforceable element of this Consent Order upon the conclusion of such time period, but will not be considered final Agency action for purposes of judicial review.

M. Unless the parties agree otherwise in writing, the mediator's role shall be limited to facilitating negotiation between the parties. Mediation sessions shall not be recorded verbatim and no formal minutes or transcripts shall be maintained. Unless the parties agree otherwise, the mediator shall make no written findings or recommendations.

N. Meetings or conferences with the mediator shall be treated as confidential settlement negotiations. Statements made by any person during any such meetings or conferences shall be deemed to have been made in compromise negotiations within the meaning of Rule 408 of the Federal Rules of Evidence

and applicable state rules of evidence, and shall not be offered in evidence in any proceeding by any person. The mediator will be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the mediation, including those between persons not a party to the mediation. If Respondent fails to comply with the mediation confidentiality requirements of this section, then it will forfeit its rights, if any remain, under this Consent Order to request future mediation and may be responsible for stipulated penalties for such breach as provided in Section XV.: Delay in Performance/Stipulated Penalties, Paragraph A.4..

O. Any agreement to resolve the dispute reached by the parties pursuant to this section shall be in writing and shall be signed by both parties. The written agreement shall specify which provisions of the EPA Dispute Decision are superseded and/or modified. If the written agreement is not signed by Respondent within seven (7) days after the resolution of the dispute it shall be null and void and the EPA Dispute Decision shall be incorporated into and become an enforceable element of this Order, but will not be considered final Agency action for purposes of judicial review.

#### XVII. FORCE MAJEURE AND EXCUSABLE DELAY

A. Force majeure, for purposes of this Consent Order, is defined as any event arising from causes not foreseen and beyond the control of Respondent or any person or entity controlled by Respondent, including but not limited to Respondent's contractors, that delays or prevents the timely performance of any obligation under this Consent Order despite Respondent's best efforts to

fulfill such obligation. The requirement that Respondent exercise "best efforts to fulfill such obligation" shall include, but not be limited to, best efforts to anticipate any potential force majeure event and address it before, during, and after its occurrence, such that any delay or prevention of performance is minimized to the greatest extent possible. Force majeure does not include increased costs of the work to be performed under this Consent Order, financial inability to complete the work, work stoppages or other labor disputes.

B. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order, whether or not caused by a force majeure event, Respondent shall contact by telephone and communicate orally with U.S. EPA's Project Coordinator or, in his or her absence, the Section Chief or, in the event both of U.S. EPA's designated representatives are unavailable, the Chief of the RCRA Enforcement Branch, U.S. EPA Region 5, within 48 hours of when Respondent first knew or should have known that the event might cause a delay. If Respondent wishes to claim a force majeure event, then within five (5) days thereafter, Respondent shall provide to U.S. EPA in writing the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; all other obligations affected by the event, and what measures, if any, taken or to be taken to minimize the effect of the event on those obligations; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an

endangerment to public health or the environment. Respondent shall include with any notice all available documentation supporting its claim, if any, that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event. Respondent shall be deemed to have notice of any circumstances of which its contractors had or should have had notice.

C. If U.S. EPA determines that the delay or anticipated delay is attributable to a force majeure event, the time for performance of such obligation under this Consent Order that is affected by the force majeure event will be extended by EPA for such time as EPA determines is necessary to complete such obligation. An extension of the time for performance of such obligation affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation, unless Respondent can demonstrate that more than one obligation was affected by the force majeure event. If U.S. EPA determines that the delay or anticipated delay has been or will be caused by a force majeure event, U.S. EPA will notify Respondent in writing of the length of the extension, if any, for performance of such obligations affected by the force majeure event.

D. If U.S. EPA disagrees with Respondent's assertion of a force majeure event, U.S. EPA will notify Respondent in writing and Respondent may elect to invoke the dispute resolution provision, and shall follow the time frames set forth in Section XVI.: Dispute Resolution. In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a

force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of this Section. If Respondent satisfies this burden, the time for performance of such obligation will be extended by U.S. EPA for such time as is necessary to complete such obligation.

XVIII. RESERVATION OF RIGHTS

A. U.S. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Order, including without limitation the assessment of penalties under §3008(h)(2) of RCRA, 42 U.S.C. §6928(h)(2). This Consent Order shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, and/or authorities, civil or criminal, which U.S. EPA has under RCRA, CERCLA, or any other statutory, regulatory, or common law authority of the United States.

B. U.S. EPA reserves the right to disapprove of work performed by Respondent pursuant to this Consent Order and to order that Respondent perform additional tasks.

C. U.S. EPA reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and remedial work as it deems necessary to protect human health and/or the environment. U.S. EPA may exercise its authority under CERCLA to undertake response actions at any time. In any event, U.S. EPA reserves its right to

seek reimbursement from Respondent for costs incurred by the United States. Notwithstanding compliance with the terms of this Consent Order, Respondent is not released from liability, if any, for the costs of any response actions taken or authorized by U.S. EPA.

D. If U.S. EPA determines that activities in compliance or noncompliance with this Consent Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work ordered, U.S. EPA may order Respondent to stop further implementation of this Consent Order for such period of time as U.S. EPA determines may be needed to abate any such release or threat and/or to undertake any action which U.S. EPA determines is necessary to abate such release or threat.

E. This Consent Order is not intended to be nor shall it be construed to be a permit. Further, the parties acknowledge and agree that U.S. EPA's approval of the Consent Order and its Attachments or any final workplan does not constitute a warranty or representation that the Consent Order and its Attachments or workplans will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligations to comply with RCRA or any other applicable local, State, or federal laws and regulations.

F. Respondent does not admit any of the factual or legal determinations made by the EPA and reserves all rights and defenses it may have regarding liability or responsibility for conditions at the facility, with the exception

of its right to contest U.S. EPA's jurisdiction to issue or enforce this Consent Order and its right to contest the terms of this Consent Order. Respondent has entered into this Consent Order in good faith without trial or adjudication of any issue of fact or law.

G. Notwithstanding any other provision of this Consent Order, no action or decision by U.S. EPA pursuant to this Consent Order, including without limitation, decisions of the Regional Administrator, the Director of the Waste Management Division, or any authorized representative of U.S. EPA, shall constitute final agency action giving rise to any right of judicial review prior to U.S. EPA's initiation of a judicial action to enforce this Consent Order, including an action for penalties or an action to compel Respondent's compliance with the terms and conditions of this Consent Order.

H. In any action brought by U.S. EPA for a violation of this Consent Order, Respondent shall bear the burden of proving that U.S. EPA's actions were arbitrary and capricious and not in accordance with law.

I. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive or other appropriate relief relating to the facility, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been raised in the present matter.

XIX. OTHER CLAIMS

Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action, demand, or defense in law or equity, against any person, firm, partnership, or corporation 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 constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility. The Respondent waives any claims or demands for compensation or payment under Sections 106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. §9507 for, or arising out of, any activity performed or expense incurred pursuant to this Consent Order. Additionally, this Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

XX. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state, and Federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

XXI. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising solely from or on account of acts or omissions of Respondent or its officers, employees, agents, independent

contractors, receivers, trustees, and assigns in carrying out activities required by this Consent Order. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Respondent or the United States under their various contracts. Respondent shall not be responsible for indemnifying the U.S. EPA for claims or causes of action solely from or on account of acts or omissions of U.S. EPA.

#### XXII. MODIFICATION

A. This Consent Order may only be modified by mutual agreement of U.S. EPA and Respondent. Any agreed modifications shall be in writing, be signed by both parties, shall have as their effective date the date on which they are signed by U.S. EPA, and shall be incorporated into this Consent Order.

B. Any requests for a compliance date modification or revision of an approved workplan requirement must be made in writing. Such requests must be timely and provide justification for any proposed compliance date modification or workplan revision. U.S. EPA has no obligation to approve such requests, but if it does so, such approval must be in writing. Any approved compliance date or workplan modification shall be incorporated by reference into the Consent Order.

C. This section shall not apply to any U.S. EPA dispute decision, U.S. EPA approved report, workplan, specification and schedule which are deemed to be incorporated into this Consent Order.

XXIII. SEVERABILITY

If any provision or authority of this Consent Order or the application of this Consent Order to any party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the Order shall remain in force and shall not be affected thereby.

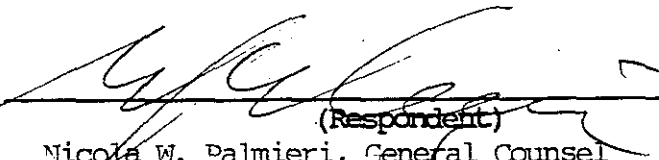
XXIV. TERMINATION AND SATISFACTION


The provisions of this Consent Order shall be deemed satisfied upon Respondent's and U.S. EPA's execution of an "Acknowledgment of Termination and Agreement to Record Preservation and Reservation of Rights" ("Acknowledgment"). U.S. EPA will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of U.S. EPA that the terms of this Consent Order, including any additional tasks determined by U.S. EPA to be required pursuant to this Consent Order, have been satisfactorily completed. Respondent's execution of the Acknowledgment will affirm Respondent's continuing obligation (1) to preserve all records as required in Section XIII.: Record Preservation and (2) to recognize U.S. EPA's reservation of rights as required in Section XVIII.: Reservation of Rights, after all other requirements of the Consent Order are satisfied.

XXV. EFFECTIVE DATE

The effective date of this Consent Order shall be the date on which it is signed by U.S. EPA. Because the Order was entered with the consent of both parties, Respondent waives its right to request a public hearing pursuant to Section 3008(b) of RCRA, 42 U.S.C. §6928(b).

IT IS SO AGREED:

BY:  DATE: February 9, 1994  
(Respondent)  
Nicola W. Palmieri, General Counsel  
BASF Corporation

BY:  DATE: 27 February 1994  
U.S. Environmental Protection Agency  
Norman R. Niedergang  
Associate Division Director  
Office of RCRA

IT BEING SO AGREED, IT IS HEREBY ORDERED THIS 24<sup>th</sup> DAY OF

February, 1994.

BY: William E. Muno  
William E. Muno  
Director  
Waste Management Division  
U.S. EPA, Region V

Administrative Order On Consent

USEPA ID NO.: MID 064 197 742

# Document Scanning Cover Sheet




Class: ERD  
Document ID: 25174


Type: Correspondence  
Category: Incoming Correspondence

Site: 82000001  
Title: Administrative Consent Order

Document Date: 1994/02/28

  
A d m i n i s t r a t i v e   C o n s e n t   O r d e r

  
1 9 9 4 / 0 2 / 2 8

  
8 2 0 0 0 0 0 1

  
I n c o m i n g   C o r r e s p o n d e n c e

  
C o r r e s p o n d e n c e

  
2 5 1 7 4

  
E R D