



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590



SEP 23 2001

REPLY TO THE ATTENTION OF

VIA FEDERAL EXPRESS

Michele M. Gutman
Babst, Calland, Clements & Zomnir
Two Gateway Center
Pittsburgh, Pennsylvania 15222

David W. Nunn
Eastman & Smith Ltd
One SeaGate
24th Floor
P.O. Box 10032
Toledo, Ohio 43699-0032

Re: Little Mississinewa River Site
Administrative Order on Consent for Remedial Design

Dear Dave and Michele:

Enclosed is your copy of the executed Administrative Order on Consent for Remedial Design (AOC) at the Little Mississinewa River Site. Pursuant to Paragraph 80, the AOC is effective upon your receipt of the AOC.

If you have any questions, please call me at (312) 886-5114. Thank you for your cooperation on this matter.

Sincerely yours,

Peter Felitti

cc: Brad Bradley, SR-6J (w/enclosure)

Enclosure

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:)) Little Mississinewa Site)) Respondents:)) VIACOM, Inc. and United) Technologies Corporation on behalf) of Lear Corporation) Automotive Systems) _____)	ADMINISTRATIVE ORDER ON CONSENT U.S. EPA Region 5 CERCLA Docket No. Proceedings Under Sections 104, 106, 122(a), and 122(d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as Amended, 42 U.S.C. §§ 9604, 9606, 9622(a), and 9622(d)(3).
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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent (“Consent Order”) is entered into voluntarily by the United States Environmental Protection Agency (“EPA”), VIACOM Inc. and United Technologies Corporation (on behalf of Lear Corporation Automotive Systems) (“Respondents”). The mutual objectives of EPA and Respondents in entering into this Consent Order are: (i) to have Respondents perform the Remedial Design for EPA’s selected remedy at the Little Mississinewa Site (“Site”); and (ii) to have the Respondents pay for EPA’s oversight of the design.

2. This Consent Order is issued pursuant to the authority vested in the President of the United States by Sections 104, 106, 122(a), and 122(d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606, 9622(a), and 9622(d)(3), as amended (“CERCLA”). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (1987), and further delegated to EPA Regional Administrators as of January 16, 2002, by EPA Delegation Nos. 14-1 and 14-2, and to the Director, Superfund Division, EPA Region 5, by Regional Delegation Nos. 14-1 and 14-2.

3. The activities conducted pursuant to this Consent Order are subject to approval by EPA, as provided herein, and shall be consistent with CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and all other applicable laws.

4. EPA and Respondents recognize that this Consent Order has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability or an acceptance of EPA’s selected remedy. Nothing in this Consent Order is intended by the Parties to be, nor shall it be construed as, an admission of fact or law, an estoppel, or a waiver of defenses or claims by Respondents for any purpose or a commitment by Respondents to implement the remedial action for the Site. Participation in this Consent Order by Respondents is not intended by the Parties to be, and shall not be, an admission of any fact or opinion developed by EPA, the State, or any other person or entity.

5. Respondents agree to comply with and be bound by the terms of this Consent Order. Respondents consent to and agree not to contest the authority or jurisdiction of the

Superfund Division Director of EPA Region 5 to issue or enforce this Consent Order, and also agree not to contest the basis or validity of this Consent Order or its terms in any action to enforce its provisions. The Respondents do not, by signing this Consent Order, waive any rights they may have to assert claims under CERCLA against any person, as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

II. PARTIES BOUND

6. This Consent Order applies to and is binding upon and inures to the benefit of EPA, Respondents, and their successors and assigns. Respondents agree to instruct their officers, directors, employees and agents involved in the performance of the Work required by this Consent Order to take all necessary steps to accomplish the performance of said Work in accordance with this Consent Order. Any change in ownership or corporate status of Respondents, including but not limited to any transfer of assets or real or personal property, shall not alter Respondents' responsibilities under this Consent Order. Respondents shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred. The signatories to this Consent Order certify that they are authorized to execute and legally bind the Parties they represent to this Consent Order.

7. Respondents shall provide a copy of this Consent Order to all contractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within fourteen (14) days after the Effective Date of this Consent Order or the date of retaining their services, whichever is later. Respondents shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Consent Order and for ensuring that their subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Consent Order.

III. DEFINITIONS

8. Unless otherwise specified, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Order or in the attachments hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Order" shall mean this Administrative Order on Consent and all attachments hereto. In the event of conflict between this Consent Order and any attachment, this Consent Order shall control.

c. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall mean the effective date of this Consent Order as provided by Section XXV of this Consent Order (Effective Date).

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs that EPA incurs that are not inconsistent with the National Contingency Plan after the Effective Date in reviewing or developing plans, reports and other items pursuant to this Consent Order, in verifying the Work, or in otherwise implementing, overseeing, or enforcing this Consent Order, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section XIV (including, but not limited to, the cost of attorney time and any monies paid to secure access including, but not limited to, the amount of just compensation) and Paragraph 67 of Section XIX.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

i. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral.

j. "Parties" shall mean all signatories to this Consent Order.

k. "Record of Decision" or "ROD" for purposes of this Consent Order shall mean the EPA Record of Decision relating to the Remedial Action, signed on July 23, 2004 by the Superfund Division Director, EPA Region 5, and all attachments.

l. "Remedial Design" or "RD" shall mean those activities including pre-design sampling, investigations, and analyses, preparation of the basis for design report, preliminary and final plans and specifications, and bid documents for the Remedial Action pursuant to the Record of Decision, the Statement of Work, the Pre-design Sampling Plan, and the Remedial Design Work Plan (the documents submitted by Respondents pursuant to Section IX of this Consent Order (Work to be Performed)).

m. "Respondents" shall mean VIACOM Inc. and United Technologies Corporation (on behalf of Lear Corporation Automotive Systems).

n. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

o. "Site" shall mean the Little Mississinewa River Site in Randolph County, Indiana or any relevant portion thereof.

p. "State" shall mean the State of Indiana, including its departments, agencies, and instrumentalities.

q. "Statement of Work" or "SOW" shall mean the statement of work for implementation of Remedial Design as set forth in Attachment A to this Consent Order and any modifications made in accordance with this Consent Order.

r. "Work" shall mean all activities Respondents are required to perform under this Consent Order, except those required by Section XXIII (Record Preservation).

IV. STATEMENT OF PURPOSE

9. The mutual objective of EPA and Respondents in entering into this Consent Order is to protect human health, welfare and the environment by producing a Remedial Design in accordance with this Consent Order for undertaking remedial action at the Site.

10. The activities conducted pursuant to this Consent Order are subject to approval by EPA. Respondents shall employ sound scientific, engineering, and construction practices and all activities undertaken shall be consistent with CERCLA, the NCP, the ROD and other applicable laws.

V. FINDINGS OF FACT

11. Based on available information, including the Administrative Record in this matter, EPA has determined and Respondents stipulate for purposes of enforcement of this Consent Order only, the following:

a. At certain times in the past, hydraulic systems used in the manufacturing process at the former Westinghouse facility and the former UTAS facility used various lubricating oils, some of which apparently contained Polychlorinated biphenyls (PCBs), which are hazardous substances.

b. Both the former UTAS and Westinghouse facilities had or utilized industrial and/or storm water outfalls that discharged into the Little Mississinewa River.

c. PCBs have been detected in the Little Mississinewa River.

d. As a result of this contamination, fish consumption advisories have been in effect on the Little Mississinewa River since 1990.

e. A Remedial Investigation and Feasibility Study (RI/FS) under the technical lead of the Respondents was issued for public comment on April 6, 2004.

f. On April 6, 2004, the EPA issued for public comment a proposed plan for the Site.

g. EPA made public a Record of Decision for the Site on July 23, 2004.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

12. Based on the Findings of Fact set forth above, and the Administrative Record, EPA has determined that:

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

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substances” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a potentially responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

e. The conditions described in the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility into the “environment” as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

f. The conditions present at the Site may present a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Contingency Plan, as amended, 40 C.F.R. § 300.415(b)(2).

g. The response actions required by this Consent Order are necessary to protect the public health, welfare, or the environment and if carried out in compliance with the terms of this Consent Order, shall be deemed consistent with the NCP.

VII. ORDER

13. Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Consent Order. Respondents shall promptly and properly take appropriate response action at the Site by preparing the Remedial Design for the Remedial Action. The obligations of the Respondents to finance and perform the Work and to pay amounts owed the EPA under this Consent Order are joint and several. In the event of the insolvency or other failure of one of the Respondents to implement the requirements of this Consent Order, the remaining Respondent shall complete all such requirements.

VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

14. Selection of Contractors, Personnel. All Work performed by Respondents pursuant to this Consent Order shall be under the direction and supervision of qualified personnel. Within forty-five (45) days of the Effective Date of this Consent Order, and before the Work outlined below begins, Respondents shall notify the EPA in writing of the names, titles, and qualifications of the key personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, the Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, “Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs,” (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor’s Quality Management Plan (QMP). The QMP should be prepared in accordance with “EPA Requirements for Quality Management Plans (QA/R-2),” (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. The qualifications of the key personnel undertaking the work for Respondents shall be subject to the EPA’s review, for verification that such persons meet minimum technical background and experience requirements. This Consent Order is contingent on Respondents’ demonstration to the EPA’s satisfaction that Respondents’ personnel are qualified to perform properly and promptly the actions set forth in this Consent Order.

15. If EPA disapproves in writing of any contractor proposed by Respondents, Respondents shall notify the EPA of the identity and qualifications of the replacement within thirty (30) days of the written notice. If EPA subsequently disapproves of the replacement, Respondents shall submit a list of alternative contractors and personnel to EPA within fifteen (15) days of receipt of EPA's disapproval of the replacement. EPA shall, within twenty (20) days of receipt of the list, provide written notice of the names of the contractors and personnel that it approves. During the course of the Remedial Design, Respondents shall notify EPA in writing of any changes or additions in the key personnel used to carry out such work, providing their names, titles, and qualifications. EPA shall have the same right to approve changes and additions to key personnel as it has hereunder regarding the initial notification. Replacement of any of Respondents' personnel shall not delay performance of the work under this Consent Order.

16. On or before the Effective Date of this Consent Order, Respondents shall designate a Project Coordinator who shall be responsible for administration of all Respondents' response actions required by the Consent Order. Respondents shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. EPA retains the right to disapprove of any Project Coordinator named by Respondents. If EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify the EPA of that person's name and qualifications within seven (7) business days of the EPA's disapproval.

17. Receipt by Respondents' Project Coordinator of any notice or communication from the EPA relating to this Consent Order shall constitute receipt by Respondents. To the maximum extent possible, communications between the Respondents and the EPA shall be directed to the Project Coordinators by mail, with copies to such other persons as EPA and Respondents may respectively designate. Communications include, but are not limited to, all documents, reports, approvals, and other correspondence submitted under this Consent Order.

18. Respondents' Project Coordinator, or his/her designee, shall be on-site during all hours of work when field work is ongoing, and shall be available at all reasonable times throughout the pendency of this Consent Order. If Respondents or their agents become aware of any conditions at the Site arising from the Work which may present an imminent and substantial endangerment to human health or welfare or the environment, it shall immediately notify the EPA Project Coordinators. The absence of the EPA Project Coordinator from the Site shall not be cause for the stoppage or delay of work, unless specifically directed by the EPA Project Coordinator.

19. The EPA Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. EPA has designated Brad Bradley (SR-6J) as the EPA Project Coordinator. The EPA Project Coordinator shall have the same authority as that vested in an On-Scene Coordinator and Remedial Project Manager by the NCP, including the authority to halt, conduct, or direct any response action required by this Consent Order, or to direct any other response action undertaken by EPA or Respondents at the Site. Except as otherwise provided in this Consent Order, Respondents shall direct all submissions required by this Consent Order to the EPA Project Coordinator in accordance with Section XXIV (Notices and Submissions).

20. The EPA and Respondents shall have the right to change their respective designated Project Coordinator. The EPA shall notify Respondents, and Respondents shall notify the EPA, as early as possible before such a change is made, but in no case less than twenty-four (24) hours before such a change. The initial notification may be made orally, but it

shall be promptly followed by a written notice.

IX. WORK TO BE PERFORMED

21. Activities. Respondents shall conduct activities and submit deliverables as provided by the SOW (Attachment A) for performance of the RD, which is incorporated by reference. Work shall be conducted in accordance with CERCLA, the NCP, and EPA guidance referenced in the SOW, as may be amended or modified by the EPA. The tasks that Respondents must perform are described in the SOW and applicable guidance. Work shall be in accordance with the schedules therein, and in full accordance with the standards, specifications, and other requirements of the work plan and sampling and analysis plan, as initially approved or modified by the EPA, and as may be amended or modified by the EPA from time to time pursuant to this Consent Order.

22. To the extent that EPA informs Respondents that particular information is confidential, Respondents and its representatives and consultants shall treat and maintain such information as confidential.

23. Additional Work. In the event EPA or the Respondents determine that additional work, not otherwise included in the SOW, including remedial investigatory work and engineering evaluation, is necessary to accomplish the objectives of this Consent Order, notification of additional work shall be provided to all Parties.

24. Additional work determined to be necessary by Respondents shall be subject to the written approval of the EPA.

25. Additional work determined to be necessary by Respondents and approved by the EPA shall be completed by Respondents in accordance with the standards and specifications determined or approved by the EPA. If EPA requires Respondents to perform additional work, Respondents shall confirm their willingness to perform the additional work in writing to EPA within fourteen (14) days of receipt of the EPA's request or Respondents shall invoke dispute resolution. Subject to the resolution of any dispute, Respondents shall propose a schedule for additional work for approval by the EPA. The EPA may modify or determine the schedule for additional work. Additional work shall be performed in a manner consistent with the purposes and objectives of this Consent Order, and conform with the requirements of this Section.

26. Out-of-State Shipments. In the event of out-of-state shipments of hazardous substances, Respondents shall provide written notification to the EPA and the appropriate environmental official of the state receiving hazardous substances prior to shipment of hazardous substances in quantities greater than ten (10) cubic yards from the Site to an out-of-state location. The notification shall include:

- a. The name and location of the facility receiving the hazardous substances;
- b. The type and quantity of the hazardous substances, including the Department of Transportation shipping code, if any;
- c. The schedule for shipment of the hazardous substances;
- d. The method of transportation; and
- e. Any special procedures necessary to respond to an accidental release of the substances during transportation.

Respondents shall promptly notify the EPA and the appropriate environmental official for the receiving state of any changes to the shipment plan.

X. PLANS AND SUBMISSIONS

27. Within sixty (60) days of the effective date of this Order, Respondents shall submit the Remedial Design Work Plan ("RD Work Plan"), the Preliminary Design for the Remedial Action (30%) and all documents required by the SOW, the RD Work Plan, or this Consent Order to the EPA according to the schedule contained in the SOW and RD Work Plan, and when feasible shall submit both a hard copy and an electronic copy of such documents. In accordance with the SOW, Respondents may recommend to EPA in the RD Work Plan or other documents, design modifications to the general remedial approaches set forth in the ROD based on site-specific considerations. The EPA will consider, but is not required to select, any such recommendations made by the Respondents. Any modifications must be made according to applicable requirements and regulations.

28. The EPA shall review all documents specified as requiring approval in the SOW, RD Work Plan, or this Consent Order. The EPA shall respond to each submission in writing with a single integrated response. As a result of its review of a submission, the EPA may: (a) approve the submission; (b) approve the submission with modifications; (c) disapprove the submission and direct Respondents to re-submit the document after incorporating or otherwise responding to the EPA's comments; or (d) if a re-submission, disapprove the re-submission and the EPA may assume responsibility for performing all or any part of the Work.

29. In the event of approval or approval with modifications by the EPA, Respondents shall proceed to take any action required by the submittal, as approved or modified by the EPA.

30. Upon receipt of a notice of disapproval, Respondents shall, within thirty (30) days or such longer time as specified by the EPA in its notice of disapproval, correct the deficiencies and resubmit the submittal for approval. Notwithstanding the notice of disapproval, Respondents shall proceed, if so directed by the EPA, to take any action required by any non-deficient portion of the submission that remains unaffected by the notice of disapproval and can be reasonably implemented in the interim.

31. If any re-submission is not approved by the EPA, it may determine that Respondents are in violation of this Consent Order, unless Respondents invoke the procedures set forth in Section XV (Dispute Resolution) and the EPA's determination is revised pursuant to that Section. Issues previously resolved pursuant to the procedures set forth in Section XV may not be re-disputed.

32. Neither failure of the EPA to expressly approve or disapprove of Respondents' document within the specified time period nor the absence of comments shall be construed as approval of the document. In the event of subsequent disapproval of a revised document, the EPA retains the right to terminate this Consent Order and perform additional studies or conduct a complete or partial Remedial Design.

33. For any document required to be submitted by the Respondents to the EPA, within forty-five (45) days of receipt of the document, the EPA shall provide written notification to Respondents of its approval, approval with modifications or disapproval, of the submission or any part thereof. If the EPA requires a longer review period, the EPA shall so notify Respondents within thirty (30) days of receipt of the submitted document.

34. Respondents shall provide written monthly progress reports to the EPA. These monthly progress reports shall include the following information:

- a. *A description of the actions which have been taken to comply with this Consent Order during the past month and work planned for the coming month;*
- b. All validated results of sampling and tests and all other investigation results received by the Respondents during the month, in the format prescribed by the EPA;
- c. Target and actual completion dates of each element of the RD, including project completion, with schedules relating such work to the overall project schedule for RD completion, and an explanation of any schedule deviation or anticipated deviation from the RD Work Plan schedule, and proposed method of mitigating such deviation;
- d. A description of all problems encountered and any anticipated problems during the reporting period, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays; and,
- e. Changes in key personnel.

35. Respondents shall submit the monthly progress reports, as both electronic files and hard copy files, to the EPA by the tenth (10th) day of every month beginning the first full month following the Effective Date of this Consent Order.

XI. QUALITY ASSURANCE AND DATA AVAILABILITY

36. **Quality Assurance.** Respondents shall consult with the EPA' Project Coordinator in planning all sampling and analysis detailed in the Pre-design Sampling Plan and RD Work Plan. Respondents shall assure that work performed, samples taken and analyses conducted conform to the requirements of the SOW, the Quality Assurance Project Plan ("QAPP") and guidance identified therein.

37. Respondents shall prepare preliminary and final QAPPs for submittal to EPA according to the schedule in the SOW.

38. The QAPPs shall be subject to review, modification, and approval by EPA in accordance with Section X (Plans and Reports).

39. **Data Availability.** All results of sampling, tests, modeling or other data (including raw data) generated by Respondents, or on Respondents' behalf, pursuant to this Consent Order, shall be submitted in the format prescribed by the EPA and all validated data shall be made available to and submitted to the EPA in the monthly progress reports described in Section X of this Consent Order.

40. Respondents will verbally notify the EPA at least fifteen (15) days prior to conducting significant field events (including any sampling, tests and other data generation) as described in the SOW, or RD Work Plan or conducted under any other provision in this Consent Order. Respondents shall allow split or duplicate samples to be taken by the EPA (and its authorized representatives) of

any samples collected by the Respondents in implementing this Consent Order. All split samples of Respondents' shall be analyzed by the methods identified in the EPA-approved QAPP.

41. Respondents may assert a claim of business confidentiality covering part or all of the information submitted to the EPA pursuant to the terms of this Consent Order under 40 C.F.R. § 2.203, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). This claim shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and substantiated at the time the claim is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to the EPA, it may be made available to the public by EPA or the State without further notice to the Respondents. Respondents agree not to assert confidentiality or privilege claims with respect to any data related to Site conditions, sampling, or monitoring.

42. In entering into this Consent Order, Respondents waive any objections to the quality of any data gathered, generated, or evaluated by EPA or Respondents in the performance or oversight of the work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Consent Order or any Work Plan approved by the EPA. If Respondents object to any data relating to the RD, Respondents shall submit to the EPA a report that identifies and explains their objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to the EPA within thirty (30) days of the monthly progress report or such other report as may contain the data.

43. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or the work product doctrine. If Respondents assert such a privilege, in lieu of providing documents, it shall inform the EPA that it is claiming certain documents as privileged and shall, upon request, provide the EPA with the following:

- a. The title of the document;
- b. The date of the document, record, or information;
- c. The name and title of the author of the document, record, or information;
- d. The name and title of each addressee and recipient;
- e. A description of the contents of the document, record, or information; and
- f. The privilege asserted by the Respondents.

44. Failure to challenge Respondents' assertion of privilege by EPA during the implementation of the RD does not waive the EPA's right to challenge the assertion during the implementation of the Remedial Action.

XII. ACCESS

45. To the extent that on-site and off-site areas where Work is to be performed is presently owned by parties other than Respondents, Respondents shall obtain, or use their best efforts to obtain, access agreements from the present owners within sixty (60) days of approval of the RD Work Plan. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access for sampling or other intrusive activity. Access agreements shall provide access for Respondents, their representatives, the EPA and all authorized representatives of the EPA. Respondents shall immediately notify the EPA if, after using its best efforts, it is unable to obtain such agreements. Respondents shall describe in writing its efforts to obtain access. The EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the activities required by this Consent Order, using such means as the EPA deems appropriate. All costs, direct or indirect, incurred by the United States in obtaining such access and not inconsistent with the NCP, including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation shall be

considered Future Response Costs. In accordance with Paragraph 49 (Liability for Future Response Costs), Respondents may be required to reimburse the EPA for all such Future Response Costs.

46. At all reasonable times, the EPA and its authorized representatives shall have the authority to enter and freely move about all property owned by Respondents at the Site and at any other on-site and off-site areas where work under this Consent Order, if any, is being performed, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site pursuant to this Consent Order; reviewing Respondents' progress in carrying out the terms of this Consent Order; conducting tests as the EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment for purposes of documenting the Work; and verifying the data submitted to the EPA by Respondents. Respondents shall allow these persons to inspect and copy all non-privileged records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Consent Order, subject to Paragraph Nos. 41-44. Nothing herein shall be interpreted as limiting or affecting the EPA's right of entry or inspection authority under federal law or state law. All individuals with access to the Site under this paragraph shall comply with all approved health and safety plans.

XIII. COMPLIANCE WITH APPLICABLE LAWS

47. Respondents shall perform all Work under this Consent Order in compliance with applicable federal, state and local laws, ordinances, or regulations to the extent required by CERCLA. In the event a conflict arises between these laws, ordinances, or regulations, Respondents shall comply with the more stringent law, ordinance, or regulation, unless otherwise approved by EPA.

48. Respondents shall be responsible for obtaining state and local permits necessary for the performance of any off-site Work. The standards and provisions of Section XVI (Force Majeure) shall govern delays in obtaining such permits. The EPA shall cooperate with Respondents and endeavor to expedite the issuance of permits for off-site Work within its jurisdiction. Pursuant to Section 121(e) of CERCLA, 42 U.S.C. § 9622(e), no permits are required for any Work conducted on-site but Respondents shall comply with the substantive provisions of state and local permit regulations for any on-site Work.

XIV. FUTURE RESPONSE COSTS

49. Liability for Future Response Costs. Respondents shall be liable for Future Response Costs (as defined in this Consent Order) and Respondents shall make direct payments to EPA for any Future Response Costs incurred by the EPA.

50. Payment of Future Response Costs. On a periodic basis, the EPA will send Respondents a bill requiring payment that includes an EPA itemized cost summary, which includes direct and indirect costs incurred by EPA and its contractors. Respondents shall make all payments within forty-five (45) days of Respondents's receipt of each bill requiring payment, except as otherwise provided by Paragraph 51. The total amount to be paid by the Respondents shall be deposited in the Little Mississinewa Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

51. Disputes Regarding Future Response Costs. Respondents may contest payment of any Future Response Costs under Paragraph 50 if they determine that EPA has made an accounting

error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within forty-five (45) days of receipt of the bill and must be sent to EPA pursuant to Section XXIV (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. The Respondents may request and EPA shall provide additional documentation regarding the contested Future Response costs. In the event of an objection, the Respondents shall within the 45 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 52. Simultaneously, the Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Indiana and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Respondents shall send to EPA, as provided in Section XXIV (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Respondents shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, the Respondents shall pay the sums due (with accrued interest) to the EPA in the manner described in Paragraph 52. If the Respondents prevail concerning any aspect of the contested costs, the Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the EPA in the manner described in Paragraph 52; Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Respondents' obligation to reimburse the EPA for its Future Response Costs.

52. Payment Instructions. All payments to EPA under this Section or under Section XVII (Stipulated Penalties) shall: (1) be made by a certified or cashier's check or checks or wire transfer made payable to "EPA Hazardous Substance Superfund;" (2) reference the Little Mississinewa Site, EPA Site/Spill ID Number B5S3; (3) indicate that the payment is being made pursuant to this Consent Order with the Respondents; and (4) be sent to:

U.S. Environmental Protection Agency, Region 5
Program Accounting and Analysis Branch
P.O. Box 70753
Chicago, IL 60673

EPA Region 5 wire transfers procedures are: Respondents shall: 1) complete Respondents' required bank form; 2) include Bank One ABA #071000013 on the bank form; 3) include the U.S. EPA Account #1113399 on the form; and 4) include a statement identifying the name and address of the party(ies) making payment, the Site name and the U.S. EPA Region and Site/Spill ID Number B5S3.

At the time of payment, Respondents shall ensure that notice that payment has been made is sent to EPA in accordance with Section XXIV (Notices and Submissions) and to:

Financial Management Officer
U.S. Environmental Protection Agency, Region 5
Mail Code MF-10J
77 W. Jackson Blvd.
Chicago, IL 60604

XV. DISPUTE RESOLUTION

53. The Parties to this Consent Order shall attempt to resolve, expeditiously, informally, and in good faith, any disagreements concerning this Consent Order.

54. Any disputes concerning activities or deliverables required under this Consent Order shall be resolved as follows: Respondents shall notify the EPA in writing of their objection(s) within fourteen (14) calendar days of such action, unless the objection(s) has (have) been informally resolved or unless EPA agrees to extend the time period for completing informal negotiations. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which Respondents rely. The EPA shall submit its Statement of Position, including supporting documentation, no later than fourteen (14) calendar days after receipt of Respondents' written notice of dispute. Respondents may submit a response to the EPA's Statement of Position within five (5) business days after receipt of the Statement. During the five (5) business days following receipt of the EPA's Statement of Position, the Parties shall attempt to negotiate, in good faith, a resolution of their differences. The time periods for exchange of written documents may be extended by agreement of all Parties.

55. An administrative record of any dispute under this Section shall be maintained by EPA and shall contain the notice of objections and accompanying materials, the Statement of Position, any other correspondence between the EPA and Respondents regarding the dispute, and all supporting documentation. The administrative record shall be available for inspection by all Parties. If the EPA do not concur with the position of Respondents, the Division Director for the Office of Superfund, EPA Region V shall resolve the dispute based upon the administrative record and consistent with the terms and objectives of this Consent Order, and shall provide written notification of such resolution to Respondents.

56. Respondents' obligations under this Consent Order, other than the obligations affected by the dispute, shall not be tolled by submission of any objection for dispute resolution under this Section. Elements of Work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the Statement of Work. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVI. FORCE MAJEURE

57. Respondents agree to perform all requirements under this Consent Order within the time limits established under this Consent Order, unless the performance is delayed by a *force majeure*. For purposes of this Consent Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Consent Order despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the response actions or increased cost of performance.

58. 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, Respondents shall notify the EPA orally within seven (7) business days of when Respondents first knew that the event might cause a delay. Within fourteen (14) calendar days thereafter,

Respondents shall provide to the EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' 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 Respondents' opinion, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

59. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Consent Order that are affected by the *force majeure* event will be extended by the EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVII. STIPULATED PENALTIES

60. Respondents shall be liable for payment into the Hazardous Substances Superfund administered by EPA of the sums set forth below as stipulated penalties for each week or part thereof that Respondents fail to comply with a work schedule in accordance with the requirements contained in this Consent Order, unless the EPA determines that such a failure or delay is attributable to *force majeure* as defined in Section XVI or is otherwise approved by EPA. Such sums shall be due and payable within thirty (30) days of receipt of written notification from EPA specifically identifying the noncompliance and assessing penalties, unless Respondents invoke the procedures of Section XV (Dispute Resolution). For failure to submit the draft or final RD Work Plan or any design documents required by the approved RD Work Plan (e.g. 30% Design, 95% Design) on schedule, stipulated penalties shall accrue in the amount of \$750 per day for the first 7 days and \$1,500 per day for each day thereafter. Stipulated penalties for failures to meet any other major milestones in the approved RD Work Plan or schedule shall accrue in the amount of \$500 for the first week or part thereof, and \$1,000 for each week or part thereof thereafter. Stipulated penalties shall begin to accrue on the day that performance is due or a violation occurs and extends through the period of correction.

61. The stipulated penalties set forth herein shall not preclude the EPA from electing to pursue any other remedy or sanction because of Respondents' failure to comply with any of the terms of this Consent Order, including a suit to enforce the terms of this Consent Order. Said stipulated penalties shall not preclude the EPA from seeking statutory penalties up to the amount authorized by law if Respondents fail to comply with any requirements of this Consent Order. Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Consent Order.

62. Upon receipt of written demand from EPA and subject to Respondents' right to invoke dispute resolution, Respondents shall make payment to EPA within thirty (30) days and interest shall accrue on late payments. Payments shall be made in accordance with instructions provided by EPA in the written demand. If Respondents fail to pay stipulated penalties when

due, EPA may institute proceedings to collect the penalties, as well as interest.

63. Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Consent Order. Penalties shall accrue regardless of whether EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligation to complete the performance of any work required under this Consent Order. Stipulated penalties shall accrue during any dispute resolution period concerning the particular penalties at issue, but need not be paid until fifteen (15) days after the dispute is resolved by agreement or by receipt of EPA's decision. If Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires. In its unreviewable discretion, EPA may waive its rights to demand all or a portion of the stipulated penalties due under this Section.

XVIII. COVENANT NOT TO SUE BY EPA

64 In consideration of the actions that will be performed under the terms of this Consent Order, and except as otherwise specifically provided in this Consent Order, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Consent Order. This covenant not to sue extends only to Respondents and does not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

65 Except as specifically provided in this Consent Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Consent Order, and, except as specifically provided in this Consent Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

66. The covenant not to sue set forth in Section XVIII above does not pertain to any matters other than those expressly identified therein. EPA reserves and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondents to meet a requirement of this Consent Order;
- b. liability for past or future response costs incurred or paid by the EPA, the United States or the State for the Site (except for any Future Response Costs paid pursuant to this Consent Order);
- c. liability for performance of response action other than the Work;
- d. criminal liability;

- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of waste materials outside of the Site; and
- g. liability for costs incurred or to be incurred by EPA for costs of the Agency for Toxic Substances and Disease Registry related to the Site.

67. **Work Takeover.** In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as the EPA determines necessary. Costs incurred by the EPA in performing the Work pursuant to this Paragraph shall be considered Future Response Costs. In accordance with Paragraph 49 (Liability for Future Response Costs), Respondents may be required to reimburse the EPA for all such Future Response Costs. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Notwithstanding any other provision of this Consent Order, EPA retains all authority and reserve all rights to take any and all response actions authorized by law.

XX. COVENANT NOT TO SUE BY RESPONDENTS

68. Respondents covenant not to sue and agree not to assert any claims or causes of action against the EPA, or its contractors or employees, with respect to the Work or this Consent Order, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

or

b. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work.

69. These covenants not to sue shall not apply in the event the EPA brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 66(b), (c), and (e) – (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the EPA is seeking pursuant to the applicable reservation.

70. Nothing in this Consent Order shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

71. Nothing in this Consent 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, subsidiary or corporation not a signatory to this Consent 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, pollutants, or contaminants

found at, taken to, or taken from the Site.

72. Respondents specifically reserve all rights and defenses that they may have, including but not limited to any rights to contest any Findings of Fact and Conclusions of Law and Determinations set forth in Sections V and VI of this Consent Order in any proceeding other than an action brought by EPA to enforce this Consent Order. Under this Consent Order, Respondents specifically reserve any right they may have to seek review of the remedial action selected in the ROD as authorized by CERCLA Section 113(h), 42 U.S.C. § 9613(h), other than in an action brought by EPA to enforce this Consent Order. The participation of Respondents in this Consent Order shall not be considered an admission of liability, and is not admissible in evidence against Respondents in any judicial or administrative proceeding other than a proceeding by the United States, including the EPA, to enforce this Consent Order or a judgment relating to it. Respondents retain their rights to assert claims against other potentially responsible parties at the Site.

73. Each Party to this Consent Order shall bear its own costs and attorneys fees.

XXI. CONTRIBUTION PROTECTION AND EFFECT OF SETTLEMENT

74. The Parties agree that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), including contribution protection for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are the Work. Nothing in this Consent Order precludes the EPA or Respondents from asserting any claims, causes of action, or demands against any person not Parties to this Consent Order for indemnification, contribution, or cost recovery.

XXII. INDEMNIFICATION

75. Respondents shall indemnify, save and hold harmless the EPA and its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out the Work. In addition, Respondents agree to pay the EPA all EPA costs, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the EPA based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out the Work. EPA shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Consent Order. Neither Respondents nor any such contractor shall be considered an agent of the EPA .

76. The EPA shall give Respondents notice of any claim for which the EPA plan to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

77. Respondents waive all claims against the EPA for damages or reimbursement or for set-off of any payments made or to be made to the EPA arising from or on account of any contract, agreement, or arrangement between Respondents and any person for performance of response actions on or relating to the Work, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the EPA with respect to any and all claims for damages or reimbursement arising from or on account of any

contract, agreement, or arrangement between Respondents and any person for performance of the Work, including, but not limited to, claims on account of construction delays.

XXIII. RECORD PRESERVATION

78. Respondents shall preserve all records and documents which relate to implementation of the RD for a minimum of five (5) years following completion of the Remedial Design. Respondents shall acquire or retain access to copies of all documents that relate to Remedial Design for the Site and are in the possession of its employees, agents, accountants, contractors, or attorneys. After this 5-year period, Respondents shall notify the EPA at least ninety (90) days before the documents are scheduled to be destroyed. If EPA requests that the documents be saved, Respondents shall, at no cost to the EPA, give the EPA the non-privileged documents or copies of the non-privileged documents.

XXIV. NOTICES AND SUBMISSIONS

79. Documents, including but not limited to reports, approvals, disapprovals, and other correspondence which must be submitted under this Consent Order, shall be sent by overnight delivery or certified mail, return receipt requested, to the following addressees or to any other addressees which the Respondents and EPA, designate in writing:

As to the United States:

Brad Bradley
EPA Project Coordinator
United States Environmental Protection Agency
77 West Jackson Blvd., mail code: SR-6J
Chicago, Illinois 60604-3590
Phone: (312) 886-4742
E-mail: Bradley.brad@epa.gov

As to the Respondents:

Mr. Richard K. Smith
Director of Environmental Remediation
VIACOM Inc.
11 Stanwix Street, Suite 216
Pittsburgh, PA 15222-1384

United Technologies Corporation
c/o David W. Nunn, Esq.
Eastman & Smith Ltd.
One SeaGate, 24th Floor
P.O. Box 10032
Toledo, OH 43699-0032

with copies to:

VIACOM Inc.
C/o Michele M. Gutman, Esq.
Babst, Calland, Clements and Zomnir, P.C.

Two Gateway Center, Eighth Floor
Pittsburgh, PA 15222

United Technologies Corporation
Mr. Gregory F. Blessing
United Technologies Corporation
United Technologies Bldg., MS 503
One Financial Plaza
Hartford, CT 06101

XXV. EFFECTIVE DATE OF CONSENT ORDER

80. This Consent Order shall become effective upon receipt by Respondents of the Consent Order signed by the Director of the Superfund Division, EPA, Region 5.

81. Respondents shall cooperate with the EPA in providing RD information to the public. If requested by the EPA, Respondents shall participate in the preparation of all RD information disseminated to the public pertaining to the Site.

XXVI. MODIFICATION OF CONSENT ORDER

82. In addition to the procedures set forth in Section VIII (Project Coordinators), Section IX (Work to be Performed), Section XV (Dispute Resolution) and Section XVI (Force Majeure), this Consent Order may be amended by mutual agreement of the Parties. Amendments shall be in writing and shall become effective on the date of execution by the EPA. Project Coordinators do not have the authority to sign amendments to the Consent Order.

83. No informal advice, guidance, suggestions, or comments by the EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondents will be construed as relieving Respondents of their obligation to obtain such formal approval as may be required by this Consent Order. Any deliverables, plans, technical memoranda, reports (other than progress reports), specifications, schedules and attachments required by this Consent Order are, upon approval by the EPA, incorporated into this Consent Order.

XXVII. NOTICE OF COMPLETION

84. At the request of Respondents, the EPA shall promptly determine whether the Work has been performed in accordance with this Consent Order, except for certain continuing obligations required by this Consent Order (e.g., record retention). Any request shall demonstrate in writing that the Work has been performed in accordance with this Consent Order and shall be accompanied by the following attestation by a responsible official for each of the Respondents: "I certify that the information contained in or accompanying this certification is true, accurate, and complete." Upon such determination by the EPA, the EPA will promptly provide written notice to Respondents. Such notice will not be unreasonably withheld. If the EPA determines that any required response activities have not been completed in accordance with this Consent Order, it will notify Respondents, provide a list of the deficiencies, and require that Respondents correct such deficiencies.

IN THE MATTER OF:
Administrative Order by Consent

Little Mississinewa Site

AGREED AS STATED ABOVE:

VIACOM Inc.

BY: Linda D. Kelley
Name: LINDA D. KELLEN
Title: VP, Sr. Counsel

DATE: 9-20-04

llk
9/18/04

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Page: 2/2

Date: 9/18/2004 1:48:01 PM

IN THE MATTER OF:
Administrative Order by Consent

Little Mississinewa Site

AGREED AS STATED ABOVE:

United Technologies Corporation

BY:

W. F. Leikin

Name: *William F. Leikin*

Title: *Assistant General Counsel*

DATE: *9/18/04*

IN THE MATTER OF:

Administrative Order by Consent

Little Mississinewa Site

IT IS SO ORDERED AND AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY

BY: Richard Karl
Richard Karl, Director
Superfund Division
U.S. Environmental Protection Agency

DATE: 9-23-04

Region 5

ATTACHMENT

A

**STATEMENT OF WORK
FOR THE REMEDIAL DESIGN FOR
THE LITTLE MISSISSINEWA RIVER SITE
RANDOLPH COUNTY, INDIANA**

I. PURPOSE

This Statement of Work (SOW) sets forth the requirements for the Remedial Design (RD) for all components of the Remedial Action (RA) set forth in the Record of Decision (ROD) for the identified portions (i.e., Channel and Floodplain areas) of the Little Mississinewa River (LMR) Site (Site) located in Randolph County, Indiana. The ROD was signed by the Superfund Division Director of EPA, Region V on July 20, 2004. Respondents, working collaboratively with the United States Environmental Protection Agency (EPA) as set forth herein, will develop the RD consistent with the ROD, the Administrative Order on Consent (AOC) to which this SOW is attached, the Remedial Design Work Plan to be developed hereunder, and EPA's Superfund Remedial Design and Remedial Action Guidance (OSWER Directive 9355.0-4A) for designing remedial actions. The AOC and this SOW do not require the Respondents to implement the RA.

II. DESCRIPTION OF THE REMEDIAL ACTION / REMEDIAL ACTION OBJECTIVES

The Respondents shall design the remedy necessary to achieve the Remedial Action Objectives (RAO) set forth in the RI/FS for the Site, as discussed below. The RD will detail the steps to be taken during the RA to meet the RAOs. The RD shall address the timing and sequencing of the RA to account for the multi-year time frame of the RA. Respondents may recommend to EPA in the RD Work Plan or other documents, design modifications to the general remedial approaches set forth in the ROD based on site-specific considerations. The EPA will consider, but is not required to select, any such recommendations made by the Respondents. Any modifications must be made according to applicable requirements and regulations.

Channel RA Areas A, B, C, and D. The selected remedy for Channel RA Areas includes the removal of Sediments within the interval from 0 to 12 inches below channel surface (bcs) exhibiting polychlorinated biphenyls (PCBs) concentrations greater than a Remedial Action Level (RAL) of 4 parts per million (ppm) to achieve a risk-based Cleanup Goal (CUG) of 1 ppm, and removal of Sediments exceeding a RAL of 5 ppm from 1 foot to 3 feet bcs, or 3 to 6 inches into the underlying clay Channel bottom, whichever is encountered first. Post-excavation composite samples will be collected to assess PCB concentrations at the limits of the excavation relative to the 4 ppm and 5 ppm RALs. For the majority of Channel RA Areas, Sediment will be removed using a mechanical excavation (or equivalent), dewatered (if necessary), and disposed off-site. Alternative removal methods may be required when excavating in some areas to accommodate site conditions. This remedy includes the following:

- **Site Mobilization and Preparation.** Operation areas will be determined based on the final access agreements negotiated with the property owners along the course of the LMR. Site preparation at the operation areas will consist of the construction of facilities, as appropriate, for Sediment management and transportation, including: contractor and oversight facilities, material handling areas, dewatering facilities, liquid treatment facilities, access and hauling routes, and site security. Areas requiring access through heavily wooded terrain may require tree and bush clearing along hauling routes and operation areas.

- **Sediment Removal.** Channel Sediment excavation will be conducted in phases starting from the Division Street Bridge (in Union City, Indiana) and proceeding generally downstream. Excavation activities will be coordinated, to the extent practicable, with the Floodplain Soil excavation activities described below. LMR water will be diverted around active excavation areas by installing temporary dams upstream and downstream of active excavation areas and pumping/discharging the water downstream of the active excavation area. Sediment removal will be conducted using a mechanical excavator, or equivalent. Flexibility to implement modified removal strategies (e.g., additional excavation or backfilling, beneficial channel re-routing, enhanced channel restoration) will be maintained to accommodate or enhance specific site conditions and/or landowner needs/requests. If Sediments require dewatering and/or stabilization, Sediment dewatering/stabilization will be achieved either in-situ, or ex-situ utilizing temporary dewatering facilities.
- **Sediment Disposal.** Sediment disposal will include manifesting, characterization, transportation and disposal of excavated material in an EPA-approved off-site landfill. Sediment exhibiting concentrations of 50 ppm PCB or greater will be disposed of in a Toxic Substances Control Act (TSCA) landfill. Sediments exhibiting PCB concentrations less than 50 ppm will be disposed in accordance with applicable legal requirements.
- **Liquid Treatment.** As needed, liquids derived from Sediment excavation activity will be controlled and treated utilizing settlement basins or tanks, in-line filtration, and treatment through activated carbon filters. Treated liquids will be discharged at the Site or to the Union City Sewage Treatment Plant following appropriate treatment and characterization.
- **Demobilization and Site Restoration.** Demobilization and Site restoration will involve restoring the LMR Channel to preserve its ecological value, and minimizing erosion and scour of Sediment and restoration material. Flexibility will be maintained in the restoration of the LMR Channel to address variability in Channel conditions resulting from natural and cultural influences and to accommodate compatible end-use scenarios, to the extent practical. Demobilization will involve removing all equipment and restoring operation areas and hauling routes.
- **Monitoring.** A Monitoring Plan will be developed during the RD to assist in determining when the RAOs have been achieved at the Site. Monitoring will be conducted before, during, and after the implementation of the RA to gauge the short-term impacts of the remedy and the extent to which RAOs have been and/or are being achieved at the Site. The monitoring will continue in accordance with the specifications of the Monitoring Plan until the RAOs have been achieved for the Site.
- **Institutional Controls.** Institutional controls may be required for properties where PCB concentrations are left in place in excess of the RALs (or applicable risk based levels). During the RD, an analysis will be conducted regarding the risks posed by residual PCB concentrations left at depth, the protectiveness of the existing land use controls (e.g., floodplain statutes and regulations, Randolph

County Ordinance restricting construction and other activities within 75 feet of the LMR) and the need, if any, to supplement these existing controls. The three Institutional Control process options that will be considered include: 1) governmental land use controls; 2) proprietary land-use controls; and 3) informational devices (e.g., notices and/or advisories).

- **Achievement of Remedial Action Objectives.** Channel RA Areas and associated removal depths have been determined based on data obtained during the Remedial Investigation (RI) phase of the project. Achievement of the RAOs will be facilitated by undertaking the following remedial actions:

- 1) Excavation to remove soils with PCB levels above the RAL of 4 ppm from 0 to 12 inches below Channel surface (bcs) and the RAL of 5 ppm for Sediments below 1 foot bcs (to a maximum depth of 3 feet bcs, or 3 to 6 inches into the underlying clay Channel bottom, whichever is encountered first);
- 2) Collecting post-excavation composite samples from the base of the excavations to determine if the average residual concentrations are below the specified RAL. If the 5 ppm RAL is not achieved at depth, flexibility will be maintained in considering follow-up remedial action (e.g., installation of a demarcation layer or engineered barrier with no additional excavation, in-situ stabilization, or additional excavation to achieve the RAL). Options for post-remedial Channel restoration will be detailed in the RD; and
- 3) Restoring excavated portions of the Channel RA Areas with clean material in a manner which will result in an average residual PCB concentration of less than 1 ppm per Channel mile in the excavated portion while adequately minimizing future scouring and erosion and promoting ecosystem development

LMR Floodplain RA Areas E, F, G, and H. The selected remedy for the Floodplain RA Areas includes the removal of Residential Soils exhibiting PCB concentrations exceeding the 5 ppm RAL to achieve the risk-based CUGs of 1.2 ppm average at the LMR edge and 1.3 ppm average in the overall exposure area, and Recreational Soils exhibiting PCB concentrations exceeding the 20 ppm RAL. Floodplain excavation depths will be limited to 2 feet below ground surface (bgs) in open areas and 1 foot bgs in heavily wooded areas. Post-excavation composite samples will be collected to assess PCB concentrations at the limits of the excavation relative to the 5 ppm and 20 ppm RALs. As with the Channel RA Areas, flexibility will be maintained during implementation of Floodplain RA activities to accommodate or enhance site-specific conditions and/or landowner needs/requests. In particular, excavation and backfilling activities in heavily wooded areas may deviate, if appropriate, from the general prescribed approach (i.e., 1 foot excavation and backfill) to minimize root damage, improve drainage, and provide adequate separation between land surface and residual concentrations. Also, additional soils may be removed beyond the prescribed depths in RA Area F based on results of the post-excavation composite samples and other relevant factors. For the majority of the Floodplain RA Areas, Soils will be removed using a mechanical excavation (or equivalent), dewatered (if necessary), and disposed off-site. Alternative removal methods may be required when excavating to accommodate site conditions. This remedy includes the following:

- **Site Mobilization and Preparation.** Operation areas will be determined based on the final access agreements negotiated with the property owners along the course of the LMR. Site preparation at the operation areas will consist of the construction of facilities, as appropriate, for Soil management and transportation, including: contractor and oversight facilities, material handling areas, dewatering facilities, liquid treatment facilities, access and hauling routes, and site security. Areas requiring access through heavily wooded areas may require tree and bush clearing along hauling routes and operation areas.
- **Soil Removal.** Floodplain Soil excavation will proceed systematically from Division Street (southern extent of the Site) northward starting with RA Area E. Excavation activities will be coordinated, to the extent practicable, with Channel Sediment excavation activity. Soils will be removed using a mechanical excavator or equivalent. Flexibility to implement modified removal strategies will be maintained to accommodate or enhance specific site conditions and/or landowner needs/requests.
- **Soil Disposal.** Soil disposal activities will include manifesting, characterization, transportation and disposal of excavated material in an EPA-approved off-site landfill. Soil exhibiting concentrations of 50 ppm PCB or greater will be disposed of in a Toxic Substances Control Act (TSCA) landfill. Soil exhibiting PCB concentrations less than 50 ppm will be disposed at an EPA-approved landfill (e.g., a local non-TSCA landfill).
- **Demobilization and Site Restoration.** Demobilization and Site restoration will involve restoring the LMR Floodplain to preserve its ecological value and minimize soil and restoration material erosion and scour of the LMR bank. Flexibility will be maintained in the restoration of the LMR Floodplain to address variability in Floodplain conditions resulting from natural and cultural influences (e.g., protection of existing vegetation, redirecting of surface water flow, and/or realignment of limited reaches of the LMR Channel) and to accommodate compatible end-use scenarios, to the extent practical. Demobilization will involve removing all equipment and restoring operation areas and hauling routes.
- **Monitoring.** A Monitoring Plan will be developed during the RD to assist in determining when the RAOs have been achieved at the Site. Monitoring will be conducted before, during, and after the implementation of the RA to gage the short-term impacts of the remedy and the extent to which RAOs have been and/or are being achieved at the Site. The monitoring will continue in accordance with the specifications of the Monitoring Plan until the RAOs have been achieved for the Site.
- **Institutional Controls.** Institutional controls may be required for properties where PCB concentrations are left in place in excess of the RALs (or applicable risk based levels). During the RD, an analysis will be conducted regarding the risks posed by residual PCB concentrations left at depth, the protectiveness of the existing land use controls (e.g., floodplain statutes and regulations, Randolph County Ordinance restricting construction and other activities within 75 feet of the LMR) and the need, if any, to supplement these existing controls. The three Institutional Control process options that will be considered include: 1)

governmental land use controls; 2) proprietary land-use controls; and 3) informational devices (e.g., notices and/or advisories).

- **Achievement of Remedial Action Objective.** Floodplain RA Areas and associated removal depths have been determined based on data obtained during the RI. Achievement of the RAOs will be facilitated by undertaking the following remedial action:
 - 1) Excavation of soils containing PCBs greater than the RALs of 5 ppm in Residential areas and 20 ppm in Recreational areas from depths of 0 to 2 bgs in open areas and 0 to 1 foot bgs in heavily wooded areas;
 - 2) Collecting post-excavation composite samples from the base of the excavations to determine if the residual concentrations are below the specified RAL. If the RAL is not achieved, flexibility will be maintained in considering follow-up remedial actions (e.g., demarcation with no additional excavation, additional excavation to obtain the RAL, potential implementation of institutional controls, and/or a combination of the above); and
 - 3) Restoring excavated portions of the Residential and Recreational Floodplain areas with clean material resulting in average residual concentrations in the excavated portions below their respective CUG or RAL while adequately minimizing future erosion and promoting ecosystem development.

LMR Channel Sediments and Floodplain Soils Identified For Monitored Natural Recovery. Under the selected remedy, Monitored Natural Recovery will be implemented for the portions of the LMR (from approximately New Lisbon, Indiana to the confluence of the LMR with the Mississinewa River) which contains PCB concentrations that do not require active remediation. A Monitoring Plan for this area of the Site will be developed during the RD. Monitoring will be conducted before, during, and after the implementation of the RA to gauge the short-term impacts of the remedy and the extent to which RAOs have been and/or are being achieved at the Site. The monitoring will continue in accordance with the specifications of the Monitoring Plan until the RAOs have been achieved for the Site.

III. SCOPE OF REMEDIAL DESIGN

The Respondents shall prepare construction plans and specifications to implement the RA, as described in the ROD and this SOW, and the Remedial Design Work Plan (RD Work Plan). Such plans and specifications shall be submitted in accordance with the schedule set forth in Section IV below. All construction plans and specifications shall be developed consistent with EPA's Superfund Remedial Design and Remedial Action Guidance (OSWER Directive No. 9355.0-4A), except as otherwise specified in this SOW, and shall demonstrate that the RA based on the final RD will meet the RAOs.

A. Remedial Design Work Plan and Preliminary Design (30%)

Respondents shall submit the Remedial Design Work Plan (RD Work Plan) and Preliminary Design (i.e., 30% Design) for the RA to the EPA concurrently for review and approval. The RD Work Plan and Preliminary Design submittal shall include or discuss, at a minimum, the following:

- A project schedule for each major activity and submission of deliverables to be generated during the RD;
- Documentation of the responsibility and authority of all organizations and key personnel involved with the design including a description of qualifications of key personnel directing the RD;
- Preliminary plans, drawings, and sketches, including design calculations;
- Design assumptions and parameters, including design restrictions, process performance criteria, appropriate unit processes for the treatment train, and expected removal or treatment efficiencies for both the process and waste (concentration), as applicable;
- Expected Pre-RA baseline monitoring requirements;
- Sampling and Analysis Plan (SAP, see paragraph D below) including the proposed cleanup verification methods (i.e., sampling methods) and compliance with Applicable or Relevant and Appropriate Requirements (ARARs);
- Outline of required specifications;
- Proposed sitings/locations of processes/construction activities;
- Expected long-term monitoring and maintenance requirements;
- Real estate, easement, access and/or permit requirements;
- Preliminary construction schedule, including contracting strategy.

B. Pre-Final Design (90%)

The Respondents shall submit the Pre-Final Design (90%) for the RA consistent with the EPA approval of the Remedial Design Work Plan and Preliminary Design (30%). The Pre-Final Design (90%) submittals shall include those elements listed above for the Preliminary Design (30%), as well as the following:

- Preparation and submittal of the 90% plans, figures and sketches, including modifications to Preliminary Design (30%) plans and specifications consistent with EPA's comments;
- Construction Quality Assurance Project Plan (CQAPP) (See paragraph D below);
- Pre-RA and long-term Maintenance and Monitoring Plans;
- Construction, Maintenance and Monitoring Cost Estimates;
- Project Schedule for the construction and implementation of the RA;
- The following supporting plans (see paragraph D below);
 - Health and Safety Plan
 - Contingency Plan; and
- Final SAP
 - Field Sampling Plan
 - Quality Assurance Project Plan.

C. Final Design (100%)

In the event the EPA approves the Pre-Final Design (90%) with comments/modifications as the Final Design (100%), the Respondents shall incorporate or address the agency's comments/modifications and distribute the Final Design (100%) to the EPA. In such an event, the time frame provided in Section IV below for Respondent's completion of the Final Design (100%) will be eliminated, and the EPA shall designate the schedule for Respondent's submittal of Final Design Documents.

However, in the event the EPA does not approve the Pre-Final Design (90%) with comments/modifications as the Final Design (100%), the Respondents shall prepare and submit the Final Design (100%), including modifications to the Pre-Final Design (90%) plans and specifications consistent with EPA's comments. The Final Design (100%) shall be submitted in accordance with the schedule provided in Section IV of this document and shall include reproducible drawings and specifications suitable for bid.

D. Content of Supporting Plans

1. Health and Safety Plan (HASP)

Respondents shall develop and submit to the EPA for review a site-specific HASP that is designed to protect construction personnel and area residents from physical, chemical, and other hazards posed by any work at the Site during the RA. The HASP shall follow OSHA requirements as outlined in 29 CFR §§ 1910.

2. Contingency Plan

Respondents shall develop and submit to the EPA for review and approval a Contingency Plan that describes the mitigation procedures that will be used in the event of an accident or emergency at the Site. The Contingency Plan may be incorporated into the HASP. The final Contingency Plan shall be submitted prior to start of construction, in accordance with the approved construction schedule. The Contingency Plan shall include, at a minimum, the following:

- a. Name of the person or entity responsible for responding in the event of an emergency incident;
- b. Plan and date to meet with the local community, including local, State and Federal agencies involved in the RA, as well as local emergency squads and hospitals; and
- c. First aid medical information.

3. Construction Quality Assurance Project Plan (CQAPP)

Respondents shall develop and submit to the EPA for review and approval a CQAPP that describes the site specific components of the quality assurance program that the Respondents shall use to ensure that the completed project meets or exceeds all design criteria, plans, and specifications. The final CQAPP shall be submitted in accordance with the approved RD Work Plan schedule. The CQAPP shall contain, at a minimum, the following elements:

- a. Responsibilities and authorities of all organizations and key personnel involved in the construction of the RA;
- b. Qualifications of the Quality Assurance Official to demonstrate that he/she possesses the training and experience necessary to fulfill his/her identified responsibilities;
- c. Protocols for sampling and testing to monitor RA activities;
- d. Identification of proposed quality assurance sampling activities including the sample size, location, frequency of testing, acceptance and rejection data sheets, problem identification and corrective measures reports, evaluation reports, acceptance reports, and final documentation; and
- e. Reporting requirements for CQAPP activities shall be described in detail in the CQAPP. This shall include such items, as appropriate, summary reports, inspection data sheets, problem identification and corrective measure reports, design acceptance reports, and final documentation. Provisions for the final storage of all RA records shall be presented in the CQAPP.

4. Sampling and Analysis Plan

Respondents shall develop and submit a SAP to the EPA for review and approval. The purpose of the SAP is to provide a mechanism to ensure that RAOs for the Remedial Action are met. The SAP shall include, at a minimum, the following:

- a. Quality Assurance Project Plan; and
- b. Field Sampling Plan.

IV. SUMMARY OF MAJOR DELIVERABLES / SCHEDULE

A summary of the project schedule and reporting requirements for each task of Remedial Action is presented below. Unless approved in writing by the Project Coordinator, the project schedule will be as follows:

Deliverable / Milestone	Due Date (calendar days)
Remedial Design Work Plan and Preliminary Design (30%)	60 days from the effective date of the AOC
Pre-Final Design (90%)	60 days following receipt of EPA comments to the Preliminary Design (30%)
Final Design (100%), if required [i.e., if EPA does not approve the Pre-Final Design (90%) with comments/modifications as the Final Design (100%)]	45 days following receipt of EPA's comments/modifications to the Pre-Final Design (90%)

Case Conclusion Data Sheet

[Please click here for instructions for completing the form](#)

Program Contact: Brad Bradley
Phone: 6-4742

ORC Attorney: Peter Felitti
Phone: 6-5114

Status: Draft Final Update

CASE BACKGROUND

1. ICIS Enforcement Activity Number:
2. Regional Hearing Clerk Docket Number:
3. Program Docket Number:
4. Judicial Court Docket Number:
- *5. Case Name (Add Defendants if other than case name) **Little Mississinews River Site**
Additional Defendants : **VIACOM Inc. and United Technologies Corporation on behalf of Lear Corporation Automotive Systems**

FACILITY INFORMATION

6. EPA Program Facility ID: **INN000508120**
- *7. Facility Name: **Little Mississinews River Site**
- *8. Facility Street Address: **Little Mississinews River at Frank Rd.**
City, State, Zipcode: **Union City, Indiana 47340**
County: **Randolph**
- *9. Primary 4-digit NAICS/SICCode: **B5S3**
10. Other 4-digit NAICS/SIC codes:

STATUTES AND AUTHORIZING SECTION INFORMATION

- *Media Program **CERCLA**
- *11. Statute(s) and Section(s) Violated: **CERCLA 107**
- *12. Authorizing Section for Administrative Actions: **CERCLA 106, CERCLA 122**
*Violation Type : **PCB**

ACTION TYPE

- *13. Action Type: **Administrative compliance order (AOC/UAO/PPA)**
- 14a. ALJ Decision :
- 14b. EAB Appeal Date :
- 14c. EAB Decision Date :
- *16. Administrative Compliance Order Date:
- *16a. Notice of Determination Date:
- *16b. Field Citation Date:
- 16c. Notice of Violation Date:
17. Civil Judicial Referral Date:
18. Civil Judicial Complaint Filed:
19. Consent Decree Lodge Date:
- *20. Consent Decree Entry Date:

21. Was this a multi-media action? Yes No
23. Was this action part of a geographic initiative: Yes No
24. Which (Check all that apply)?
- 24a. Priority/Sector
25. Was this Agency activity taken in response to Environmental Justice Concerns? Yes No
26. Is this a Small Business? Yes No
- 26a. Was this a self-disclosure? Yes No
27. Was Alternative Dispute Resolution used in this action? Yes No

QUALITATIVE AND QUANTITATIVE INFORMATION

*28. Injunctive Relief/Compliance Activity: Include both actions completed prior to final settlement/order and actions to be taken by violator to return to compliance or meet additional requirements. Select responses from the following list. At least one action must be chosen: RD/RA

*29. Provide Description of Injunctive Relief/Compliance Activity:

Respondents will be designing the selected remedy for the site

*30. Cost of actions described in previous question (Actual cost data supplied by violator is preferred figure)

Physical actions:

Non-Physical Actions:

31. Acres in Violation:

32. Quantitative environmental impact of injunctive relief/compliance actions described in previous questions:

REDUCTIONS/ELIMINATIONS:

*Pollutant/Land Use	*Amount	*Units/Acres (Express in annual amounts)	*Percent% (of pollutant reduced/removed)	*Media

SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEPs)

PENALTY

37. Proposed Penalty:
38. Assessed Penalty:
39. If Shared Federal Share:
40. If Shared State or Local Share:
41. For multi-media actions: Federal amounts by Statute

Statute	Amount
CAA	
CERCLA	
CWA 402	
CWA 311	
CWA 404	
EPCRA 304/312/325	
EPCRA 313	
FIFRA	
RCRA	
RCRA/UST	
SDWA/UC	
TSCA	

COST RECOVERY (SUPERFUND ONLY)

42. Amount of cost recovery award: State and/or Local government:
 Other:

***PLEASE ADD ADDITIONAL INFORMATION, INCLUDING SHORT CASE SUMMARY:**

This Order provides for the design of the selected remedial action for the Site and reimbursement of oversight costs incurred by the United States in connection with a segment of the Little Mississinewa River in Union City, Indiana and adjacent property. A Record of Decision for the Site was issue din July 2004.

DOCUMENT HISTORY