

76831

CT: CCT - Olathe
ID #: KSDD31349624
Break: 10.1
Other: 3-5-91

March 5, 1991

TELEPHONE CALL RECORD

Call From: Gerald Gershon
Chemical Commodities, Inc.

Call To: Jean Crank
Office of Regional Counsel *Jean Crank*

Subject: Chemicals Shipped from Chemical Commodities, Inc.
Facilities

300 lbs. (32 cartons) ... Silica Gel ... Northeast Boiler Company
Lincoln, Nebraska

240 lbs. (10 cases) Thimerosal ... D A Laboratories
Kansas City

Original: Regional Hearing Clerk

cc: Barbara Peterson, CNSL
Phil Page, CNSL
John Bosky, ENSV
David Doyle, WSTM

Original: Regional Hearing Clerk



S00077530
SUPERFUND RECORDS



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101

SEP 17 1990

Mr. Jerald Gershon
President
Chemical Commodities, Inc.
P.O. Box 155
300-320 South Blake Street
Olathe, Kansas 66061

Re: U.S. v. Chemical Commodities, Inc.
Case No. 90-2002-01

Dear Mr. Gershon:

This letter is to inform you and Chemical Commodities, Inc. (CCI) that the Environmental Protection Agency (EPA) formally rejects your "closure plan" for the CCI Olathe and DeSoto facilities which is essentially an offer to convey these properties of CCI to the Government in exchange for total absolution for CCI for any further environmental liability or costs associated with the clean-up of all of the CCI facilities. Not only is the closure plan inadequate, but the EPA is not required to accept title or interest in real property (42 U.S.C. Section 9604(j)(1)).

We assume, based on Mr. Droege's July 27, 1990 letter to Mr. Page of the EPA, that CCI is unwilling to perform the activities required by the Court's May 16, 1990 sentencing order. Unless CCI commits to properly discharging its obligations as set forth in the sentencing order (which it has failed to do) by September 21, 1990, EPA will take appropriate action under the legal authorities available to it.

The EPA is anticipating your reply by September 21, 1990.

Sincerely,

Martha R. Steincamp
Regional Counsel

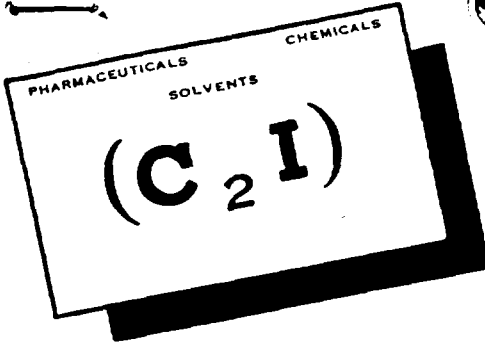
cc: Robert S. Streepy
Assistant United States Attorney
812 North 7th Street
Kansas City, Kansas 66117

James L. Eisenbrandt, Esquire
7101 College Boulevard
Suite 1500
Overland Park, Kansas 66210

David Doyle, EPA WSTM
Alan Hancock, EPA WSTM
Barbara Peterson, EPA CNSL
Phil Page, EPA CNSL
George Hess, EPA ENSV
Ells Cannady, EPA CRIM

Area Code 913 782-3200

received w/ 4 attach.
10/2/90
G. HESS



Chemical Commodities, Inc.

Post Office Box 155
300-320 S. Blake St., Olathe, Kansas 66061

October 22, 1990

Defense Logistics Agency
Defense Reutilization & Marketing Service
Federal Center
74 N. Washington
Battle Creek, MI 49017-3092

Reference: DRMS--MEC
Disposal Of Uranium Metal

Gentlemen:

With further reference to our correspondence of 7 Feb 89 and your response dated 7 March 1989 relating to our purchases of our inventory of Uranium under Contracts 11 7012 084 and DSA 11 B 9903, we have just had occasion to examine the metal and the solvent in which it is contained and find both of them to be misadvertised.

Our original licence with the AEC and the subsequent licence with the State of Kansas covering the above metal only allowed us to Purchase, Transport and Store (Possess, Handle and Store Only)--not to examine, sell or dispose of same.

After some 24 years the Environment Protection Agency wanted to test the solvent in which the Uranium was shipped. After sampling numerous drums, it was determined upon analysis that the Uranium was contained in water, waste chlorinated solvents and waste cutting oils with only a very small percentage in oil. In addition the analysis of the metal was entirely wrong as to percentages and in the metal was Titanium.

Under the Guaranteed Description of each offering, it is our opinion that what was shipped was not as advertised and even though our dispute is approximately 24 years late, we feel that the government should be responsible for their own waste disposal.

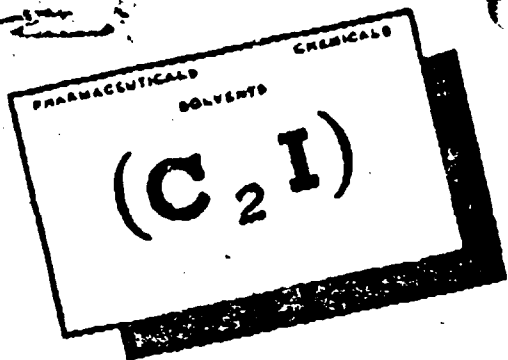
We are requesting your cooperation in this matter in view of the above circumstances. An analysis of the contained solvent can be verified with the E.P.A.

cc- Ms. JAW MEYERS
- E.P.A. (G.H.)

JG/rrh
Encl.-6

Very truly yours,
CHEMICAL COMMODITIES, INC.
By *[Signature]*





ities, Inc.

10, Kansas 66061

February 7, 1989

Defense Reutilization and Marketing Service
74 N. Washington
Battle Creek, MI 49017-3092

Attn: DRMS-MSC, Federal Center

Gentlemen:

We are enclosing a copy of notices of award dated 8/26/65 and 9/2/66. These two awards amounted to some 70,000 lbs. of Uranium metal which we picked up at Edgewood Arsenal, Maryland. We transported it to a warehouse in DeSoto, KS where it has been for 23 years.

We have written thousands of letters and equal numbers of phone calls in an attempt to obtain a licensed customer. All of this has been in vain. We have obtained licenses from the state and federal government to receive, possess and store only the above material. We are now attempting to close our business after 43 years of buying government surplus. This Uranium is a major hurdle and prevents us from going out of business.

We are now requesting permission to return it, freight prepaid, to any government depot for disposal by the government. It is currently packed in the original metal drums and has been given inside storage for these 23 years. Your immediate advice will be greatly appreciated.

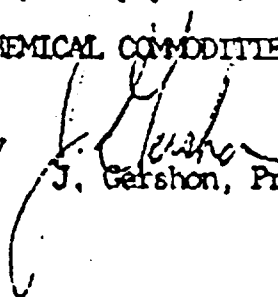
JG:djc

Enclosures

Very truly yours,

CHEMICAL COMMODITIES, INC.

by


J. Gershon, President



SPECIAL CONDITION

Guaranteed DESCRIPTIONS

(1) Except as provided in sub-paragraphs (2) and (3) of this clause, and with the exception of stated exceptions as to the condition of the property, and notwithstanding any other terms and conditions of this Invitation for Bids to the contrary, the Government hereby warrants and guarantees that the property to be delivered to the Purchaser under any contract resulting from this Invitation for Bids will be as described in the Invitation for Bids. In the event that the property delivered or offered for delivery does not correspond to the description set out in the Invitation for Bids, the Government, at its option, shall either: (a) direct the return of the property at Government expense to the closest military installation, reimbursing the Purchaser for all reasonable transportation charges incurred in shipping the property to the original destination specified in the Purchaser's shipping instructions (excluding any transportation costs incurred in shipping the property outside the Continental United States) and refunding to the Purchaser, the purchase price or such portion of the purchase price as the Government may have received, or (b) make an equitable adjustment in the contract price. In the event the Government elects to adjust the contract price and an agreement cannot be reached with the Purchaser as to the amount of the adjustment, the Contracting Officer shall unilaterally determine the amount of the adjustment, which determination shall be in the form of a finding of fact and shall be appealable under the dispute article of the contract (General Sale Terms and Conditions Number 18, SF 114-C). The contract price will not be adjusted and the property may not be returned to the Government pursuant to this clause unless the Purchaser mails or otherwise furnishes to the Contracting Officer a written notice, within 30 calendar days from the date of removal of the property, that he considers that the property was misdescribed. Further, the contract price will not be adjusted and the property may not be returned to the Government pursuant to this clause unless the Purchaser has maintained the property sufficiently intact to permit identification of the property by the Government as the same property which was delivered to the Purchaser.

(2) Estimates as to "weight" of property offered for sale by the "unit" are not guaranteed. However, estimates as to the quantity of property offered for sale by the "lot" are guaranteed to be accurate within the following limits: (a) estimated quantities of less than 25 are guaranteed to be accurate. (b) when the estimated quantities are 25 or more, the Government guarantees that it will deliver no less than 75% of the estimated quantities. While estimated shipping weights are not guaranteed, in the event that the property is offered for sale by the "lot" and that lot is described by weight and not by estimated quantities, the Government guarantees that it will deliver no less than 75% of such weight. Provided, however, that no adjustment will be made under the provisions of this sub-paragraph unless the claim of shortage is made prior to the removal of the property.

(3) In the event that the Government uses a manufacturer's part or reference number or a Federal Stock Number in the item description and there is a discrepancy between the detailed descriptive data used in the item description itself and the detailed descriptive data applicable to such referenced number, only the descriptive data used in the item description shall be guaranteed. Provided, however, that items described solely by a noun nomenclature, manufacturer's part number and Federal Stock Number, and the descriptive data applicable to such numbers are inconsistent, only the descriptive data applicable to the manufacturer's part number shall be guaranteed.



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FILE URANIUM

IFB 11-S-65-106

Pc #6 Control System Equipment, incomplete
for receiver station.
(Purchaser to Dismantle)
(SEE ARTICLES AP, AR & AT)

Government's Opinion as to:
EST. NET WT: 150 N.T. 1 LOT

THE FOLLOWING ITEM IS LOCATED AT

McGUIRE AIR FORCE BASE, WRIGHTSTOWN, NEW JERSEY

21. IRON AND STEEL LIGHT, UNPREPARED SCRAP:
Consisting of lockers, cabinets, shelving,
sheeting, strapping, pipe, tubing, wire,
desks, chairs, etc. Contaminated with non-
ferrous and foreign attachments. Outside
storage.

45 G.T.

THE FOLLOWING ITEMS ARE LOCATED AT

U.S. NAVAL AIR STATION, LAKEHURST, NEW JERSEY

22. IRON AND STEEL, LIGHT, UNPREPARED, SCRAP:
Consisting of bed springs, fabricated
assemblies, etc.

20 G.T.

23. STEEL, WIRE ROPE, SCRAP: Random lengths.
Various diameters.

20 G.T.

24. BATTERIES, STORAGE, SCRAP: Automotive and
aircraft. No allowance in weight for
water, moisture, and acids.
SEE ARTICLE AK

4,000 LBS.

THE FOLLOWING ITEMS ARE LOCATED AT

NAVAL SUPPLY CENTER, BAZONNE, NEW JERSEY

25. IRON AND STEEL, LIGHT UNPREPARED, SCRAP:
Metal furniture, Refrigerators, lockers,
cabinets, washing machines. Contaminated.

25 G.T.

26. FILM X RAY SCRAP: Exposed. Various lengths
and sizes.

20,000 LBS.

27. MANGANESE BRONZE, PROPELLER, SCRAP:

Government's Opinion as to:
EST. SHIPPING
DIMENSIONS: 18' 3" 45,170 LBS.

28. IRON AND STEEL, LIGHT AND HEAVY, UNPREPARED
SCRAP: Consisting of residue removed from
burning pits. Includes tin cans. Contaminat-
ed with foreign attachments.

35 G.T.

29. TABULATING CARDS, MIXED COLORS, SCRAP:
Inside storage. Packed in cartons
which are included in weight.

75,000 LBS.

30. ROPE MIXED, SCRAP: Sisal and Manila
includes cargo nets. Inside storage.
Loose.

15,000 LBS.

THE FOLLOWING ITEM IS LOCATED AT

EDGEWOOD ARSENAL, EDGEWOOD, MD.

32. URANIUM METAL (CHIPS) SCRAP: Depleted, con-
sisting of 18the chips & turnings, D-38 de-
pleted uranium alloy 92% U238, 8% molybdenum,
submerged in oil and contained in sealed
metal drums which are included in the weight
(SEE ARTICLES AL, AQ)

Government's Opinion as to:
EST. NO. OF DRUMS: 105 (OF)
(103-30 gal. cap.)
(2-20 gal. cap.) 25,871 LBS.

THE FOLLOWING ITEM IS LOCATED AT

FORT GEORGE G. MEADE, MARYLAND

33. TABULATING CARDS MANILA SCRAP: Packed in
corrugated paper boxes, which are included
in the weight.

22 N.T.

THE FOLLOWING ITEMS ARE LOCATED AT

NAVAL ACADEMY, ANNAPOLIS, MD.

34. BRASS SHELL CASES, FIRED SMALL ARMS SCRAP:
Consisting of fired .30 and .45 cal. shells
inside storage. (SEE ARTICLES AM, AS)

11,250 LBS.

35. TABULATING CARDS, MIXED COLORS, SCRAP:
Packed in cardboard boxes which are in-
cluded in the weight. Inside storage.

5 N.T.

36. BATTERIES STORAGE, SCRAP: Drained & Vented
Consisting of automotive and marine
batteries, with casings which are included
in weight. Inside storage.

4,900 LBS.

THE FOLLOWING ITEMS ARE LOCATED AT

LETTERKENNY ARMY DEPOT, CHAMBERSBURG, PA.

37. TABULATING CARDS, MIXED COLORS, SCRAP:
Packed in cardboard boxes. Boxes are included
in weight. Inside storage.

70 N.T.

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64. STEEL, LIGHT, SCRAP: Consisting of miscellaneous material suitable for compression into #2 and #3 bundles.
100 G.T.
65. STEEL, HEAVY MELTING, SCRAP: Consisting of deprimed steel artillery cartridge cases, various calibers. (SEE ARTICLES AJ & AK)
40 G.T.
66. STEEL, TURNINGS, SCRAP:
25 G.T.
67. ALUMINUM, SCRAP: Clean, consisting of practice welding plates, corrugated sheets, plates, castings, cylinders, etc.
20,000 LBS.
68. ALUMINUM, IRONY, SCRAP: Consisting of cylinders, cabinets, castings, etc.
15,000 LBS.
69. ALUMINUM TURNINGS & BORINGS, SCRAP: Dry and oily.
6,000 LBS.
70. BRASS & RADIATOR SCRAP: Clean, Consisting of automotive radiators, fire extinguisher plumbing fixtures, valves, screening, etc (SEE ARTICLE AH)
15,000 LBS.
71. BRASS SHELL CASES, FIRED SMALL ARMS, SCRAP: Consisting of expended small arms cartridges of various calibers including 20MM. (SEE ARTICLES AJ & AK)
20,000 LBS.
72. MANGANESE BRONZE SCRAP: Clean, consisting of breech block holder components, slides, bushings, etc.
3,000 LBS.
73. MANGANESE BRONZE, IRONY, SCRAP: Consisting of 155MM breech block holders.
15,000 LBS.
74. COPPER SCRAP: Clean, Consisting of coils, pipe, tubing, wire, etc.
10,000 LBS.
75. COPPER-BEARING SCRAP: Consisting of transformers, motors, wire, coils, starters, generators, etc.
20,000 LBS.
76. STAINLESS STEEL, SCRAP: Consisting of kitchen equipment, pipe, practice welding plates, sheets, etc, includes foreign attachments.
12,000 LBS.
77. BATTERIES, STORAGE, SCRAP: Drained and vented consisting of auto and truck

batteries, casings included.

25,000 LBS.

78. COPPER CABLE, LEAD COVERED, INSULATED, SCRAP: Consisting of telephone and other communication cable.

8,000 LBS.

79. MAGNESIUM IRONY, SCRAP: Consisting of radar screen, electronic cabinets, plates, etc.

2,000 LBS.

80. TITANIUM SCRAP: Consisting of cylinders, plates, sheets, turnings, etc, includes steel attachments.

2,000 LBS.

THE FOLLOWING ITEMS ARE LOCATED AT:

EDGEWOOD ARSENAL, EDGEWOOD, MARYLAND

81. URANIUM METAL (CHIPS) SCRAP: Depleted, consisting of lathe chips and turnings. D-38 depleted uranium alloy 92% U238, 8% Molybdenum, submerged in oil and contained in sealed metal drums which are included in weight. (SEE ARTICLE AL & AN)

Government's Opinion as to:
EST. NO. OF DRUMS: 69 - 30 gal. cap.
22,515 LBS.

82. BATTERIES, STORAGE, SCRAP: Drained and vented, consisting of automotive and aircraft.

20,000 LBS.

THE FOLLOWING ITEM IS LOCATED AT:

U.S. COAST GUARD YARD, CURTIS BAY, BALTO., MD.

83. STEEL, HEAVY, UNPREPARED, SCRAP: Consisting of cannabilized residue from a Wiley Gantry Crane, includes non-ferrous and foreign attachments.

Government's Opinion as to:
EST. GROSS TONS: 120 1 LOT

THE FOLLOWING ITEMS ARE LOCATED AT:

ANDREWS AIR FORCE BASE, BRANDYWINE, MARYLAND

84. IRON & STEEL, LIGHT, UNPREPARED, SCRAP: Consisting of wall lockers, storage bins, angle iron, automobile rims, pipe, sheets and clippings.

30 G.T.

85. IRON & STEEL, HEAVY, UNPREPARED, SCRAP: Consisting of boiler, pipe, angle iron, plates, snow plow cutting edges, etc.

40 G.T.

TIRE TOWN, INC.

401 So. 2nd Street
Leavenworth, Kansas 66048
(913) 682-3201

May 24, 1991

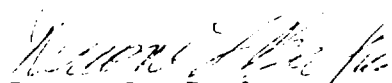
Mr. Gerald Gershon
2708 W. 118th Street
Leawood, Ks. 66211

Dear Mr. Gershon:

On May 17, 1991 I got a call from Mr. Geroge Hess of the EPA stating that the shed was not secure again and that one of your trailers had some material leaking from it. As I stated before Mr. Gershon that I do want the merchandise of the shed removed and I do want the trailers removed. I must have these off our property, I do not have the time to be worrying about your problems with the EPA. We do not have any problems with the EPA and do not expect any and do not want any. I will continue to cooperate with the EPA and I do expect you to live up to your obligations that you have for removing these trailers.

I would expect these trailers to be removed by a date no later that May 31, 1991 or I will be forced to take other action.

Sincerely,


Duane L. Becker

CC: Mr. George Hess
25 Funston Rd.
Kansas City, Ks. 66101

12-26-90

*will
be done by
12/26/90*

November 27, 1990

Mr. Jerald Gershon
2708 W. 118th Street
Leawood, Kansas 66211

Dear Mr. Gershon:

This is in reference to my letter dated October 4, 1990 in which I asked you to clean out the building. I would appreciate you moving your belongs and cleaning out the back building by no later than January 1, 1991. Please leave everything as is in the front building. I would also like you to move the trailers but that is not a big problem for the time being, but I would like it done as soon as possible.

Thanking you in advance for your prompt attention to this matter.

Sincerely,

Duane L. Becker
Duane L. Becker

December 21, 1990

Dear Duane:

I again called to the attention your above request regarding the metal bldg. in the back. Since this is under the Bankruptcy Court and their jurisdiction, they will not let me move the above. If you have any questions contact Mr. George Hess of the E.P.A. his phone no. is (913) 236-3881.

Sincerely,

J. Gershon
J. Gershon



TIRE TOWN, INC.

401 So. 2nd Street
Leavenworth, Kansas 66048
(913) 682-3201

December 19, 1990

Mr. Jerald Greshon
2708 W. 118th Street
Leawood, Kansas 66211

Dear Mr. Greshon:

I was talking with my son Ed and he tells me you cannot clean out that small building behind the building we purchased from you because of the EPA. This is hard for me to believe, what I would like to have you do is if you would please advise me by a date no later than January 15, 1991 of the name of the person you are dealing with. I cannot believe that you cannot move the stuff out of that little building into a trailer so that you can free up the building for our use.

I would appreciate your cooperation on this, I do want that building cleaned out so we can start cleaning it up and getting ready for summer and so I can rent that building out. If you need to leave the trailers there longer that is not a big problem, but I do need the building cleaned out. If you do put another trailer out there it needs to be parked out of the way.

Thanking you in advance for your cooperation in this matter.

Sincerely,

Duane L. Becker

3-22-91

March 20, 1991

Tire Town, Inc.
401 S. 2nd Street
Leavenworth, Kansas 66048

Attention: Mr. Duane L. Becker

Dear Mr. Becker:

As a follow-up of your letter of May 14th, I do appreciate the repair to the door on the northwest side of the rear-shed at 20145 W. 55th--Shawnee, Kansas.

I have cleaned up this warehouse and have placed another key to this lock for you taped to the rear of the lock on one of the trailers. As you can see, you have about two thirds of this shed building to utilize--which evidently met with our prior verbal agreement.

The contents of the two trailers and the shed belonged to Chemical Commodities, Inc.--which went out of business.

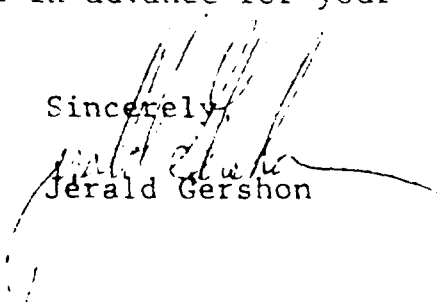
At Olathe, Kansas--Chemical Commodities, Inc. removed 10 trailer loads of chemicals at a cost of approximately \$5,000.00. The government then removed approximately 3 trailer loads for 1 1/2 million dollars--according to their guidelines--which they considered hazardous.

Most of the chemicals at Shawnee could be sent to any local landfill, however, this is a state-controlled operation and local landfills will not accept same due to the adverse publicity E.P.A. has placed on this to justify their jobs.

As a result--Chemical Commodities, Inc., which has been out of business for 1 1/2 years and myself do not have the resources to spend 1 1/2 million in disposing of these three trailers according to E.P.A. guidelines.

My lawyers have advised the government as to my financial situation and inability to comply with their guidelines for disposal of the chemicals. I believe we will have an answer from them shortly. I wish to thank you in advance for your continued co-operation on the above.

Sincerely,


Gerald Gershon

TIRE TOWN, INC.

401 So. 2nd Street
Leavenworth, Kansas 66048
(913) 682-3201

file

October 4, 1990

Mr. Jerald Greshon
2708 W. 118th Street
Leawood, Kansas 66211

Dear Mr. Greshon:

Just a note to remind you that I would like to have that building cleaned out. If necessary I would appreciate it if you would put your stuff in a trailer. Our agreement was that you could leave your trailers there as long as necessary and that does not seem to be a problem, I would like to see them moved but that is not a big concern in my life. But I would like to have the building cleaned out as you and I discussed so I could rent the building.

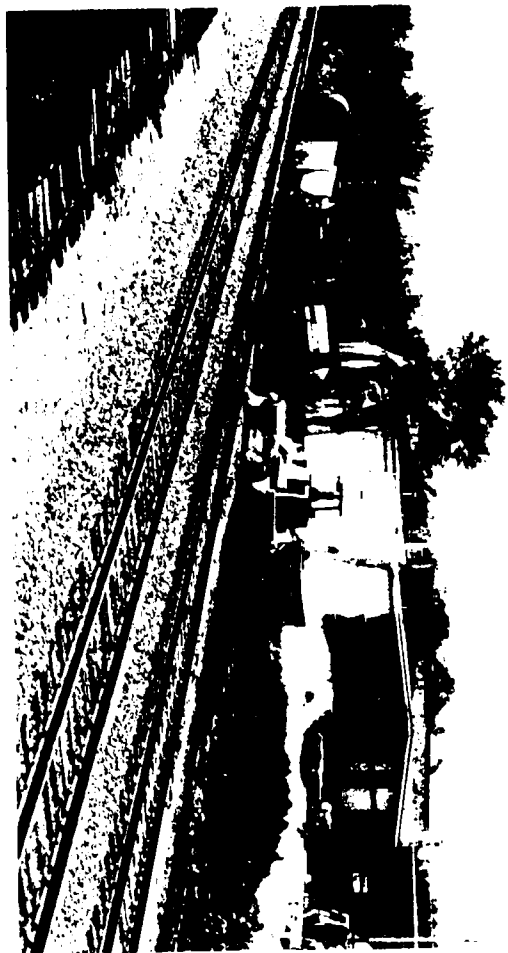
If you would do this at your earliest convenience I would appreciate it. I don't want to set a dead line on this for you but I would like to have you consider getting it cleaned out so I can rent it.

Thanking you in advance for your consideration in this matter.

Sincerely,

Duane L. Becker

COPY



CCI-Olathe

Installation of interceptor trench on
East side of property.

CCI-Olathe

Installation of pipe in interceptor
trench.

CCI-Olathe

Solvent (brown liquid below pipe)
leaching out of soil in vicinity of
interceptor trench manhole.

(cont'd)



CCI-Olathe

Old underground storage tank,
as discovered.

CCI-Olathe

Interior of underground tank,
as discovered.

CCI-Olathe

Removing out buildings at site.

United States District Court

District of Kansas

UNITED STATES OF AMERICA
V.

JUDGMENT INCLUDING SENTENCE UNDER THE SENTENCING REFORM ACT

Case Number 90-20002-01

CHEMICAL COMMODITIES, INC.
(Name of Defendant)

James L. Eisenbrandt - Retained
Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s) 1 of Information filed January 5, 1990.
 was found guilty on count(s) _____ after a plea of not guilty.

Accordingly, the defendant is adjudged guilty of such count(s), which involve the following offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Count Number(s)</u>
42 U.S.C. 6928(d)(2)(A)	Unlawfully Treating, Storing, Disposing of Methyl Bromide, a Hazardous Waste.	1

The defendant is sentenced as provided in pages 2 through 4 of this Judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) _____, and is discharged as to such count(s).
 Count(s) _____ (is)(are) dismissed on the motion of the United States.
 The mandatory special assessment is included in the portion of this Judgment that imposes a fine.
 It is ordered that the defendant shall pay to the United States a special assessment of \$ _____, which shall be due immediately.

It is further ordered that the defendant shall notify the United States Attorney for this district within 30 days of any change of residence or mailing address until all fines, restitution, costs, and special assessments imposed by this Judgment are fully paid.

Defendant's Soc. Sec. Number:

Not applicable.

APPROVED: Robert S. Streepy
Robert S. Streepy / AUSA

May 14, 1990
Date of Imposition of Sentence

Defendant's mailing address:

2708 West 118th Street
Leawood, Kansas 66211

Signature of Judicial Officer
Honorable G. T. Van Bebber
U. S. District Court Judge
Name & Title of Judicial Officer

Defendant's residence address:

Same as above.

Date

Defendant: Chemical Commodities, Inc.
Case Number: 90-20002-01

PROBATION

The defendant is hereby placed on probation for a term of 5 years.

While on probation, the defendant shall not commit another Federal, state, or local crime and shall comply with the ~~standard conditions that have been adopted by this court (set forth on the following page). If this judgment imposes a fine or a restitution obligation, it shall be a condition of probation that the defendant pay any such fine or restitution.~~ The defendant shall comply with the following additional conditions:

1. Pursuant to Stipulation No. 5 in the Petition to Plead Guilty in this case, Chemical Commodities, Inc. (CCI) shall take all steps necessary to liquidate and cease business, except to the extent necessary to liquidate, and apply for all authorizations necessary from applicable state and federal agencies to do so.
2. Immediately upon sentencing, Chemical Commodities, Inc. shall discontinue all purchases and receipt of additional materials from any persons, stop formulating and manufacturing additional materials and/or preparing solicitations for acquiring additional materials.
3. All aspects of the work to be performed by CCI pursuant to this sentence shall be done under the direction and supervision of a qualified contractor/consultant to be selected by the EPA.
4. Starting 15 days after selection of a supervising contractor, CCI must submit to the EPA and the Probation Office a report that indicates in detail what actions have been taken at the previous 2 weeks and what actions are anticipated in the 2 upcoming weeks. This report shall be submitted to the EPA and the U. S. Probation Office by the close of business every other Monday until the terms of this sentence are fully completed.
5. Within 20 days of selection of a supervising contractor, CCI must insure and maintain proper security and safety provisions as defined by the Court and the EPA at each site to prevent the unknowing entry, and minimize the possibility for unauthorized entry, of persons or livestock into each CCI facility. These security measures are for the protection of the community and must remain in effect until all hazardous substances, hazardous waste, and soil and debris contaminated with hazardous substances and/or hazardous waste have been removed from the facility.
6. Within 30 days after selection of a supervising contractor, CCI must develop and follow a plan for inspecting all safety and emergency equipment, security devices and assuring the

Defendant: Chemical Commodities, Inc.
Case Number: 90-20002-01

Judgment - Page 3 of 4

Special conditions: Continued.

integrity of all drums, tanks, bottles, bags or other containers holding hazardous substances. Inspections must be conducted on a weekly basis. The inspection plan must identify the types of problems to be looked for, such as malfunctions or deterioration during the inspection. The inspection plan must be kept at each site and copies provided to the EPA and the U. S. Probation Office in the biweekly report. A checklist must be developed to record the inspection results and copies of the checklist must be maintained at each facility until the terms of probation have been satisfied.

7. Chemical Commodities, Inc. must remedy any deterioration or malfunction of equipment or structures which the inspection reveals as an environmental or human health hazard. Where a hazard is imminent or has already occurred, remedial action must be taken immediately. Remedial actions taken to address such situations must be documented in writing and must be submitted to the Environmental Protection Agency, the Probation Office and Kansas Department of Health and Environment within 5 days of taking such action.

8. Within 45 days after selection of a supervising contractor, CCI must develop and submit to the EPA, the U. S. Probation Office and the Kansas Department of Health and Environment a closure plan, written in accordance with 40 C.F.R. Part 264, Subpart G, to hazardous substances at each facility. The closure plan must be written and implemented so as to control, minimize or eliminate, to the extent necessary to protect human health and the environment, post closure escape of hazardous substances, leachate, contaminant runoff, or hazardous substance decomposition products to the ground or surface water or to the atmosphere.

9. All material remaining after 45 days following selection of a contractor shall be designated as waste or in the case of depleted uranium at the DeSoto facility, radioactive waste.

10. Within 60 days after approval of the closure plan by the EPA, the U. S. Probation Office and Kansas Department of Health and Environment, CCI shall remove from each facility all identified hazardous waste and/or radioactive waste in accordance with the approved closure plan and in accordance with all applicable federal and state hazardous and/or radioactive waste requirements.

11. Within 180 days after approval of the closure plan by the EPA, the U. S. Probation Office and the Kansas Department of Health and Environment, CCI shall complete closure of each facility by removing all remaining soil and debris contaminated with hazardous substances and/or hazardous waste.

12. All costs of the liquidation, clean-up and disposal are to be paid by Chemical Commodities, Inc.



Defendant: Chemical Commodities, Inc.
Case Number: 90-20002-01

FINE WITH SPECIAL ASSESSMENT

The defendant shall pay to the United States the sum of \$ 505,960.00 , consisting of a fine of \$ 505,760.00 * and a special assessment of \$ 200.00 .

* This sum includes an amount of \$5,760.00 for probation supervision costs.

These amounts are the totals of the fines and assessments imposed on individual counts, as follows:

Count 1: Fined \$500,000.00, assessed \$200.00, and fined \$5,760.00 for costs of supervision

This sum shall be paid immediately.

as follows: The execution of the \$500,00.00 fine is stayed in lieu of Chemical Commodities, Inc. absorbing the costs of liquidation as outlined in the Conditions of Probation. The \$5,760.00 costs for probation supervision will be paid at the rate of \$96.00 per month. All payments will be made to the Clerk, U. S. District Court.

The Court has determined that the defendant does not have the ability to pay interest. It is ordered that:

- The interest requirement is waived.
- The interest requirement is modified as follows:

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

UNITED STATES OF AMERICA
v.

MEMORANDUM OF SENTENCING HEARING
AND REPORT OF STATEMENT OF REASONS

Chemical Commodities, Inc.
Defendant

Criminal No. 89-20074-01

The Court adopts the recommendations in the presentence report as to the applicable guideline factors.

OR

The Court adopts the recommendations in the presentence report as to the applicable guideline factors except:

Guideline Range Determined by the Court:

Total Offense Level: _____
Criminal History Category: _____
Imprisonment Range: _____ to _____ months
Supervised Release Range: _____ to _____ years
Fine Range: \$ _____ to \$ _____
(plus \$ _____ cost of imprisonment and \$ _____ cost
of supervision
\$ _____ Restitution \$ _____ Special Assessment

Sentence imposed is within the guideline range.

Because the width of the guideline range exceeds 24 months, the reason for selecting the particular point within the range is:

The Court departs from the guideline range for the following reason(s):

The confinement statute and guidelines of the U.S. are inapplicable and precluded in application when the defendant is sentenced as an individual. In this case, the unit of prosecution and restriction of the community is not covered by a departure because the defendant is a corporation. The corporation is the legal entity that is responsible for the actions of its officers and directors. The corporation is not a natural person and therefore is not subject to the same restrictions and limitations as a natural person. The corporation is a separate legal entity and is not subject to the same restrictions and limitations as a natural person.

Date: _____

U.S. District Court Judge

SEP 21 1990

MEMORANDUM

SUBJECT: United States vs. Chemical Commodities, Inc.
Case No. 90-2002-01

FROM: Alan K. Hancock
Compliance Officer
RCRA Compliance Section

THRU: David Doyle
Chief, RCRA Compliance Section

TO: Phillip Page
Attorney, EPA Office of Regional Counsel

As agreed in the September 13, 1990 Environmental Protection Agency (EPA) meeting with Robert S. Streepy, Assistant United States Attorney, I am providing a summary of Chemical Commodities, Incorporated's (CCI's) compliance with the May 14, 1990 United States District Court sentencing requirements (Attachment 1). Each requirement of the May 14, 1990 sentencing, and CCI's compliance with those requirements are detailed below:

Requirement 1: "Pursuant to Stipulation No. 5 in the Petition to Plead Guilty in this case, Chemical Commodities, Inc. (CCI) shall take all steps necessary to liquidate and cease business, except to the extent necessary to liquidate and apply for all authorizations necessary from applicable state and federal agencies to do so."

As of September 13, 1990, CCI had not taken the necessary steps to withdraw or dissolve their incorporation as stated by Audie Reed, Kansas Secretary of State Office, to Alan K. Hancock on September 13, 1990. Additionally, Audie Reed indicated that CCI filed an annual report with the Kansas Secretary of State Office on July 10, 1990 and that the annual report made no reference to the anticipated dissolve or withdrawal of CCI's incorporation. CCI should not dissolve or withdraw their incorporation prior to CCI's full compliance with all other requirements of the May 14, 1990 sentencing. Audie Reed may be reached at (913) 296-2236 (Corporations Section).

Attachments

WSTM/RCRA/RCOM:HANCOCK:as:09/20/90:CCIMEMO
RCOM RCOM
HANCOCK DOYLE



Requirement 2: "Immediately upon sentencing, Chemical Commodities, Inc. shall discontinue all purchases and receipt of additional materials from any persons, stop formulating and manufacturing additional materials and/or preparing solicitations for acquiring additional materials."

To EPA's knowledge, CCI has complied fully with this requirement.

Requirement 3: "All aspects of the work to be performed by CCI pursuant to this sentence shall be done under the direction and supervision of a qualified contractor/consultant to be selected by the EPA."

On June 7, 1990 EPA notified the United States Attorney's Office, of the selection of PEI Associates, Inc., 9225 Ward Parkway, Kansas City, Missouri 64114, as the contractor for supervision and direction of work required of CCI by the May 14, 1990 sentencing. On June 7, 1990 the United States Attorney's Office, notified CCI of EPA's selection. As of September 13, 1990 CCI has failed to secure the selected contractor to perform the required work. CCI's failure to secure the selected contractor has resulted in the facilities incompetent performance and noncompliance with the May 14, 1990 sentencing.

Requirement 4: "Starting 15 days after selection of a supervising contractor, CCI must submit to the EPA and the Probation Office a report that indicates in detail what actions have been taken at the previous 2 weeks and what action are anticipated in the 2 upcoming weeks. This report shall be submitted to the EPA and U.S. Probation Office by the close of business every other Monday until the terms of this sentence are fully completed."

On June 15, 1990 CCI sold the "Shawnee facility" to Tire Town, Inc.. A copy of the General Warranty Deed was previously provided to Robert S. Streepy in a letter from Phillip S. Page dated August 27, 1990. CCI's July 2, 1990 biweekly report made no mention of the sale of the Shawnee facility.

CCI's biweekly reports of progress lack sufficient detail to determine the actions taken by CCI. In accordance with Requirement 9 of the May 14, 1990 sentencing, all material remaining with CCI after July 23, 1990 was designated as waste. An EPA compliance inspection completed August 1 and 2, 1990 (Jamie Bernard-Drakey EPA inspector) noted that CCI had apparently sold some of the chemicals from the "Kansas Avenue facility" as recently as July 25, 1990. A copy of the August 1, 1990 EPA inspection report was previously provided to Robert S. Streepy by letter dated August 27, 1990 from Phillip S. Page. No mention of the sale of chemicals from the Kansas Avenue facility



was included by CCI in the July 30, 1990 biweekly report of progress. On August 2, 1990 in conversation with George Hess (EPA), Mr. Gershon indicated that some chemicals had been sold and that some orders were waiting to be picked up. George Hess advised Mr. Gershon to contact Jean Crank (EPA) when any items were removed or sold. On August 9, 1990 George Hess photographed chemicals (Attachment 2) at the Kansas Avenue facility which were reportedly sold by CCI and were to be picked up by the buyer. No mention of the sale of the chemicals by CCI were made in the August 9 and August 24, 1990 CCI biweekly reports of progress. On August 9, 1990 Mr. Gershon telephoned Ms. Crank and verbally provided a list of chemicals (Attachment 3) sold by CCI since March 20, 1990.

Requirement 5: "Within 20 days of selection of a supervising contractor, CCI must insure and maintain proper security and safety provisions as defined by the Court and EPA at each site to prevent the unknowing entry, and minimize the possibility for unauthorized entry, of persons or livestock into each CCI facility. These security measures are for the protection of the community and must remain in effect until all hazardous substances, hazardous wastes, and soil and debris contaminated with hazardous substances and/or hazardous wastes have been removed from the facility"

An EPA compliance inspection completed August 2, 1990 at the Shawnee facility documented that security was not adequate to prevent the unauthorized entry to the pole barn. Photographs depicting the lack of security at the Shawnee facility were provided to Roberts S. Streepy during a meeting with EPA on September 13, 1990. CCI has complied with the security requirements of the May 14, 1990 sentencing at the Kansas Avenue facility. Security of the "Desoto facility" is maintained by EPA in a manner consistent with the May 14, 1990 sentencing.

Requirement 6: "Within 20 days of selection of a supervising contractor, CCI must develop and follow a plan for inspecting all safety and emergency equipment, security devices and assuring the integrity of all drums, tanks, bottles, bags or other containers holding hazardous substances. Inspection must be conducted on a weekly basis. The inspection plan must identify the types of problems to be looked for, such as malfunctions or deterioration during the inspection. The inspection plan must be kept at each site and copies provided to the EPA and the Probation Office in the weekly report. A checklist must be developed to record the inspection results and copies of the checklists must be maintained at each facility until the terms of probation have been satisfied."

During completion of the August 1 and 2, 1990 EPA compliance inspection it was documented that inspections of the CCI



facilities had not been initiated until July 29, 1990. The May 14, 1990 sentencing required that the inspections be initiated by July 7, 1990. It was further documented that an inspection plan and checklists were not available at the Kansas Avenue and Shawnee facilities as required by the May 14, 1990 sentencing. In the CCI July 30, 1990 biweekly report of progress a completed inspection checklist was provided for the period of July 29 through August 4, 1990. The checklist indicates "no apparent leaking" under the category of Integrity of Containers. However, the EPA compliance inspection completed August 1 and 2, 1990 at the Kansas Avenue and Shawnee facilities identified several containers either leaking or in a very deteriorated condition. Photographs taken August 1 and 2, 1990 depicting the leaking and deteriorated containers were provided to Robert S. Streepy during the September 13, 1990 meeting with EPA.

Except for the checklist completed for the period of July 29 through August 4, 1990 EPA has not received a copy of completed checklists for inspections completed by CCI. As of September 19, 1990 a copy of the inspection plan has not been received by EPA as required by the May 14, 1990 sentencing.

The inspection checklist provided by CCI for the period of July 29 through August 4, 1990 was not developed in a manner consistent with the May 14, 1990 sentencing. The checklist does not include the inspection of safety and emergency equipment, the appropriate storage of incompatible materials, and except for security and integrity of containers does not identify other malfunctions to be looked for.

Requirement 7: "Chemical Commodities, Inc. must remedy any deterioration or malfunction of equipment or structures which the inspection reveals as an environmental or human health hazard. Where a hazard is imminent or has already occurred, remedial action must be taken immediately. Remedial actions taken to address such situations must be documented in writing and must be submitted to the Environmental Protection Agency, the Probation Office and Kansas Department of Health and Environment."

As provided above, CCI's inspection of the integrity of containers, for the week ending August 4, 1990, failed to identify leaking and deteriorated containers at the Kansas Avenue and Shawnee facilities. As of August 2, 1990 CCI had failed to remedy the leaking and deteriorated containers as required by the May 14, 1990 sentencing and as documented by the August 1 and 2, 1990 EPA compliance inspection.

Requirement 8: "Within 45 days after selection of a supervising contractor, CCI must develop and submit to the EPA, the U.S. Probation Office and the Kansas Department of Health and Environment a closure plan written in accordance with 40 C.F.R.

Part 264, Subpart G, to hazardous substances at each facility. The closure plan must be written and implemented so as to control, minimize or eliminate, to the extent necessary to protect human health and the environment, post closure escape of hazardous substances, leachate, contaminant runoff, or hazardous substance decomposition products to the ground or surface water or to the atmosphere."

In the July 27, 1990 biweekly report of progress CCI proposed a voluntary conveyance of all assets of the corporation to the EPA or the United States government to off-set the costs of the supervising contractor. This offer was subsequently in the CCI August 9, 1990 biweekly report of progress referred to as a "closure plan." The July 27, 1990 biweekly report of progress made no reference to the conveyance of assets as a closure plan. CCI's offer to convey assets was in no way completed in accordance with the requirements of 40 C.F.R. part 264, Subpart G. Subpart G of 40 C.F.R. Part 264 has no allowance for the conveyance of assets in lieu of a closure plan. Additionally, a copy of the CCI so called "closure plan" was not provided to the Kansas Department of Health and Environment as required by the May 14, 1990 sentencing. The May 14, 1990 sentencing required CCI to submit a closure plan to EPA, the Probation Office and the Kansas Department of Health and Environment by July 23, 1990. As of September 20, 1990 EPA has not received a closure plan completed in accordance with the requirements of 40 C.F.R. part 264, Subpart G from CCI.

Requirement 9: "All material remaining after 45 days following selection of a contractor shall be designated as waste or in the case of depleted uranium at the Desoto facility, radioactive waste."

This requirement of the May 14, 1990 sentencing requires no action of CCI to comply.

Requirement 10: "Within 60 days after approval of the closure plan by the EPA, U.S. Probation Office and Kansas Department of Health and Environment, CCI shall remove from each facility all identified hazardous waste and/or radioactive waste in accordance with the approved closure plan and in accordance with all applicable federal and state hazardous and/or radioactive waste requirements."

Since CCI has failed to submit a closure plan as required by the May 14, 1990 sentencing, compliance with this requirement is not required at this time.

Requirement 11: "Within 180 days after approval of the closure plan by the EPA, the U.S. Probation Office and the Kansas Department of Health and Environment, CCI shall complete closure



of each facility by removing all remaining soil and debris contaminated with hazardous substances and/or hazardous waste."

Since CCI has failed to submit a closure plan as required by the May 14, 1990 sentencing, compliance with this requirement is not required at this time.

Requirement 12: "All costs of the liquidation, clean-up and disposal are to be paid by Chemical Commodities, Inc.

CCI has indicated a lack of the financial resources necessary to comply with this requirement.

Should you have any questions concerning this matter, please contact me at X7647 or David Doyle at X7667.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101

- David Doye

August 9, 1990

TELEPHONE CALL RECORD

Call From: Gerald Gershon
Chemical Commodities, Inc.

Call To: Jean Crank
Office of Regional Counsel *Jean Crank*

Subject: Chemicals Shipped from Chemical Commodities, Inc.
Facilities

The following items were sold:

25 lbs (3/20/90)	Ammonium sulfate	Veterinary Laboratories Lenexa, Kansas
200 lbs (3/28/90)	Ferric chloride	Electronic Research Overland Park, Kansas
35 lbs 35 lbs (5/8/90)	Mercuric acid yellow Mercurous oxide	Noah Technologies San Antonio, Texas
65 (4/4/90)	100 lb. drums of of Ferric chloride	Midland Resources St. Louis, Missouri
50 lbs (4/20/90)	Talcum powder	Hunt Midwest Kansas City, Missouri
300 lbs (3/27/90)	Trisodium phosphate	Sericol, Kansas City, Kansas
300 lbs (6/7/90)	Trisodium phosphate	" " " "
300 lbs (7/26/90)	Trisodium phosphate	" " " "
170 lbs (6/1/90)	Potassium sorbate	Louisburg Cider
30 2 (6/4/90)	50 lbs containers of Calcium phosphate 55-gallon drums of Lactic acid	Chem-Find Fountain Inn, S.C. " " " "



100 lbs Chromic acid (6/11/90)	Industrial Metal Finishes Kansas City
35 lbs Barium carbonate (6/29/90)	Kosanke Services White Water, Colorado
2x460 lb drums IGEPAL CO 620	Chem- Find
313 lb drum of Litium hydroxide	Fountain Inn, S.C.
29 6.4 lb. canns of Litium hydro- xide	" "
2 drums of Tamol 731 (NOTE: these drums turned out to be empty) (8/7/90)	" "

Original: Regional Hearing Clerk

cc: Barbara Peterson, CNSL
Phil Page, CNSL
John Bosky, ENSV
David Doyle, WSTM

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS
PROBATION OFFICE

LEONARD J. BRONEC
Chief Probation Officer

U.S. Courthouse & Federal Building
812 North 7th
Kansas City 66101-3056
(913) 236-3717
FIS: 757-3717

REPLY TO: Kansas City

May 1, 1991

P.O. Box 517
Manhattan 66502-0004
(913) 537-4334

444 S.E. Quincy
Topeka 66683-3589
(913) 295-2790
FIS: 752-2790

318 U.S. Courthouse
Wichita 67202-2011
(316) 269-6194
FIS: 752-6194

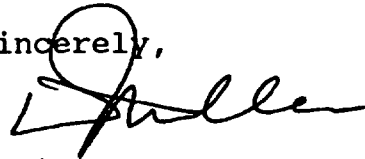
Mr. George Hess
Environmental Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, KS 66101

Dear Mr. Hess:

Chemical Commodities, Inc. probation case is scheduled for an internal audit. Please provide our office with an update of the company's involvement with your agency, including progress on the Olathe clean-up, the Kansas Avenue rental property, the DeSoto uranium storage facility, and the Shawnee Mission site. A breakdown of dollar amounts spent, along with any possible new photographs, would have a significant impact upon the Court's understanding in this matter.

I appreciate your cooperation and patience in this ongoing, complicated issue.

Sincerely,



Daniel J. Muller
Senior U.S. Probation Officer

DJM/dms

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