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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

3M COMPANY,
AIR PRODUCTS AND CHEMICALS, INC.,
AKZO NOBEL COATINGS, INC.,
ALTJE, INC.,
AMERICAN CYANAMID - LEDERLE LABS - SHULTON, INC.,
AMERICAN STANDARD COMPANIES,
ASHLAND INC.,
ATOFINA CHEMICALS, INC.,
BASF CORPORATION,
BAYER CHEMICALS CORPORATION,
BEE CHEMICAL COMPANY,
BENJAMIN MOORE & CO.,
BER MAR MANUFACTURING CORP.,
BORDEN CHEMICAL, INC.,
BRISTOL-MYERS SQUIBB COMPANY,
BROWNING-FERRIS INDUSTRIES OF NEW JERSEY,
CHEMCOAT INC.,
CHEMICAL POLLUTION CONTROL, INC. OF NY,
CIBA SPECIALTY CHEMICALS CORPORATION,
CNA HOLDINGS, INC.,
CONGOLEUM CORPORATION,
CROWN BEVERAGE PACKAGING COMPANY, INC.,
CYCLE CHEM, INC.,
DRI PRINT FOILS, INC.,
DUPONT COMPANY,
EXXON MOBIL CORPORATION,
EXXONMOBIL OIL CORPORATION,
GENERAL ELECTRIC COMPANY,
GENERAL MOTORS CORPORATION,

Civil Action No. 04-3331 (HAA)

CONSENT DECREE

HOFFMANN-LA ROCHE, INC.,)
HONEYWELL INTERNATIONAL, INC.,)
ISP ENVIRONMENTAL SERVICES INC.,)
JOHN L. ARMITAGE & CO.,)
JOHNSON & JOHNSON,)
KIRKER ENTERPRISES, INC.,)
L.E. CARPENTER & COMPANY,)
LUCENT TECHNOLOGIES INC.,)
MACK TRUCKS, INC.,)
MAGID CORP.,)
MALLINCKRODT BAKER, INC.,)
MANOR CARE OF AMERICA, INC.,)
MANOR CARE HEALTH SERVICES, INC.,)
MARISOL, INC.,)
MERCK & CO., INC.,)
MONROE CHEMICAL, INC.,)
NEPERA, INC.,)
NEW ENGLAND LAMINATES CO., INC.,)
NORTHRUP GRUMMAN SYSTEMS)
CORPORATION,)
OCCIDENTAL CHEMICAL CORPORATION,)
PAXAR CORPORATION,)
PERMACEL, INC.,)
PFIZER INC.,)
PHARMACIA CORPORATION,)
PORTFOLIO ONE, INC.,)
REVLON CONSUMER PRODUCTS)
CORPORATION,)
ROCHE VITAMINS INC.,)
ROHM AND HAAS COMPANY,)
SCHENECTADY INTERNATIONAL, INC.,)
SEAGRAVE COATINGS CORP. (NJ),)
SIEGFRIED (USA), INC.,)
SIMON WRECKING COMPANY, INC.,)
SMITHKLINE BEECHAM CORPORATION,)
TECHNICAL COATINGS CO.,)
THE CONTINENTAL GROUP, INC.,)
THE DOW CHEMICAL COMPANY,)
THE WARNER LAMBERT CO., LLC,)
UNION CARBIDE CORPORATION,)
UNITED TECHNOLOGIES CORPORATION,)
VIACOM INC.,)
)
Defendants.)
)

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I. BACKGROUND

A. Contemporaneously with the lodging of this Consent Decree, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Scientific Chemical Processing Superfund Site in Carlstadt, Bergen County, New Jersey, together with accrued interest; (2) reimbursement of future costs; and (3) performance of studies and response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended).

C. Throughout the late 1960s and 1970s Inmar Associates, Inc. ("Inmar") or its predecessor corporations held title to some or all of the SCP Carlstadt Property. During the 1960s and 1970s Scientific Chemical Processing Inc. ("SCP") and Scientific Chemical Treatment Company, Inc. ("SCTC") operated industrial waste handling, treatment, and disposal enterprises at the Site. During the course of business SCP and SCTC disposed of a wide variety of hazardous substances at the Site, which were allegedly generated by a number of companies, including the Settling Defendants.

D. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, on September 1, 1983, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B.

E. On September 30, 1985, a group of 108 respondents ("108 Respondents") entered into Administrative Order On Consent No. II-CERCLA-50114 pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606. The September 30, 1985 Order required the 108 Respondents to carry out a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430. On October 23, 1985, EPA issued Administrative Order No. II-CERCLA-60102 to 31 additional respondents ("Additional Respondents") pursuant to Section 106 directing them to participate and cooperate with the 108 Respondents in performing the RI/FS. The 108 Respondents and the Additional Respondents are collectively referred to as the "RI/FS Respondents."

F. On October 23, 1985, EPA issued Administrative Order No. II-CERCLA-50115 to Inmar directing it, *inter alia*, to remove and dispose of tanks containing hazardous substances. On May 2, 1988, the U.S. District Court for the District of New Jersey entered a Consent Decree between the United States and Inmar, providing for reimbursement of response costs and payment of civil penalties relating to failure to comply with the October 23, 1985 Administrative Order requiring removal of the tanks.

G. Based on the findings of the RI/FS, EPA issued a Record of Decision on September 14, 1990, selecting an interim remedy for the fill area at the Site. The interim remedy was designated as Operable Unit 1 ("OU 1"). OU1 included, *inter alia*, installation of a slurry wall, installation of a shallow groundwater extraction system, off-site disposal of the collected groundwater, and operation and maintenance of the interim remedy.

H. On September 28, 1990, EPA issued Administrative Order No. II-CERCLA-00116 to 43 respondents ("43 Respondents") pursuant to Section 106 of CERCLA requiring

them to perform the OU1 remedy. The 43 Respondents completed construction of the OU1 remedy in June 1992.

I. On June 23, 1997, a group of 70 respondents ("70 Respondents") entered into Administrative Order On Consent No. II-CERCLA-97-0106 pursuant to Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4). Under the terms of the June 23, 1997, Order, the 70 Respondents resolved their liability for past and future response costs regarding the Site based on their status as *de minimis* contributors of Waste Material and in exchange for payment of $4,877,194.56 in response costs, including $975,438.91 to the EPA Hazardous Substance Superfund for response costs previously incurred by EPA and $3,901,755.66 to a trust fund maintained under the Order for future work to be performed at the Site.

J. From September 1990 to April 2001 the RI/FS Respondents carried out further RI/FS activities to identify alternative remedies for the final fill area remedy. The final fill area remedy was designated as Operable Unit 2 ("OU 2").

K. RI/FS activities for OU 2 were completed in April 2001. EPA published notice of the completion of the RI/FS for OU 2 and of the proposed plan for remedial action for OU 2 on August 15, 2001 in a major local newspaper of general circulation. EPA held a public meeting in August 2001. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action.

L. The decision by EPA on the remedial action to be implemented at the Site for OU 2 is embodied in a Record of Decision executed on August 12, 2002 to which the State gave its concurrence in a letter dated June 28, 2002.

M. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State on September 30, 2002, of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

N. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the United States Department of the Interior and the National Oceanic and Atmospheric Administration on September 30, 2002, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Consent Decree.

O. The Settling Defendants do not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint, nor do they acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

P. Based on the information presently available to EPA, EPA believes that the Work will be properly and promptly conducted by the Settling Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

Q. Solely for the purposes of Section 113(j) of CERCLA, the Remedial Action selected by the ROD and the Work to be performed by the Settling Defendants shall constitute a

response action taken or ordered by the President.

R. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants for the purposes of this Consent Decree and the underlying complaint. Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District solely for the purposes of this Consent Decree and the underlying complaint. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

3. Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree 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 Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

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

"Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Decree and any appendix, this Decree shall control.

"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 Decree, 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.

"Effective Date" shall be the effective date of this Consent Decree as provided in Paragraph 101.

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

"Future Oversight Costs" shall mean, for purposes of this Consent Decree only, that portion of Future Response Costs that EPA incurs in monitoring and supervising Settling Defendant's performance of the Work to determine whether such performance is consistent with the requirements of this Consent Decree, including but not limited to costs incurred in reviewing plans, reports and other documents submitted pursuant to this Consent Decree, as well as costs incurred in overseeing and verifying Settling Defendant's implementation of the Work; however, Future Oversight Costs do not include, inter alia: the costs incurred by the United States pursuant to Sections VII (Remedy Review), IX (Access and Institutional Controls), XV (Emergency Response), and Paragraph 81 of Section XXI (Work Takeover), or the costs incurred by the United States in enforcing the terms of this Consent Decree, including all costs incurred in connection with Dispute Resolution pursuant to Section XIX (Dispute Resolution) and all litigation costs.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VII, IX (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure or implement institutional controls including, but not limited to, the amount of just compensation), XV, and Paragraph 81 of Section XXI. Future Response Costs shall also include all Interim Response Costs.

"Interim Response Costs" shall mean all costs, excluding Future Oversight Costs but including other direct and indirect costs, (a) paid by the United States in connection with the Site between September 4, 2002 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

"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.

"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.

"New Jersey Department of Environmental Protection" or "NJDEP" shall mean the New Jersey Department of Environmental Protection and any successor departments or agencies of the State.

"Operation and Maintenance" or "O & M" shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work.

"Owner" shall mean The Borough of Carlstadt, Bergen County, New Jersey

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

"Parties" shall mean the United States and the Settling Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through September 3, 2002.

"Performance Standards" shall mean the standards of control and measures of achievement of the goals of the Remedial Action, set forth in the ROD, including, but not limited to, those specified at pages 24 and 30-33 of the ROD and the SOW.

"Plaintiff" shall mean the United States.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 *et seq*. (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to OU 2 of the Site signed on August 12, 2002, and all attachments thereto. The ROD is attached as Appendix A.

"Remedial Action" shall mean those activities, except for Operation and Maintenance, to be undertaken by the Settling Defendants to implement the ROD, in accordance with the SOW and the final Remedial Design and Remedial Action Work Plans and other plans approved by EPA.

"Remedial Action Contractor" shall mean the contractor(s) retained by the Settling Defendants to perform all or any portion of the construction to be undertaken at the Site.

"Remedial Action Work Plan" shall mean the document developed pursuant to Paragraph 11 of this Consent Decree and approved by EPA, and any amendments thereto.

"Remedial Design" shall mean those activities to be undertaken by the Settling Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document developed pursuant to Paragraph 10 of this Consent Decree and approved by EPA, and any amendments thereto.

"Scientific Chemical Processing Carlstadt Superfund Site Special Account" shall mean the special account established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. §9622(b)(3), and this Consent Decree.

"SCP/Carlstadt De Minimis Settlement Trust" shall mean the trust created on or about July 2, 1997 pursuant to EPA's Administrative Order on Consent (Index No. II-CERCLA-97-0106) dated June 23, 1997.

"SCP Carlstadt Property" shall mean the real property designated as Block 124, Lots 1,2,3,4,and 5 on the official assessment map of the Borough of Carlstadt, Bergen County, New Jersey, located at 216 Paterson Plank Road, Carlstadt, New Jersey.

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

"Settling Defendants" shall mean those entities identified in Appendix B hereto.

"Site" shall mean the Scientific Chemical Processing - Carlstadt Superfund Site, encompassing approximately 5.9 acres, located at 216 Paterson Plank Road, Borough of Carlstadt, Bergen County, New Jersey, and depicted generally on the map attached as Appendix C, and any area into which hazardous substances have migrated therefrom.

"State" shall mean the State of New Jersey.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance at the Site, as set forth in Appendix D to this Consent Decree and any modifications made in accordance with this Consent Decree.

"Supervising Contractor" shall mean the principal contractor retained by the Settling Defendants to supervise and direct the implementation of the Work under this Consent Decree.

"United States" shall mean the United States of America.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) "hazardous substances" as defined in N.J.S.A. 58:10-23.11b and N.J.A.C. 7:1E-1.6, 1.7 and Appendix A.

"Work" shall mean all activities Settling Defendants are required to perform under this Consent Decree, except those required by Section XXV (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the design and implementation of OU2 response actions at the Site by the Settling Defendants, to reimburse specified response costs of the Plaintiff, and to resolve certain claims of Plaintiff against Settling Defendants as provided in this Consent Decree.

6. Commitments by Settling Defendants.

a. Settling Defendants shall finance and perform the Work in accordance

with this Consent Decree, the ROD, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Defendants and approved by EPA pursuant to this Consent Decree. Settling Defendants shall also reimburse the United States for Past Response Costs and Future Response Costs other than Future Oversight Costs as provided in this Consent Decree.

b. The obligations of Settling Defendants to finance and perform the Work and to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Defendants to implement the requirements of this Consent Decree, the remaining Settling Defendants shall complete all such requirements.

c. Nothing in this Consent Decree shall modify, supercede or amend any prior agreements among any of the Settling Defendants as between themselves. Nothing in such prior agreements shall modify, supersede or amend this Consent Decree or any obligation to the United States arising out of this Consent Decree or as set forth in the ROD and the SOW .

7. Compliance With Applicable Law. All activities undertaken by Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all Federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits.

a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Settling Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Defendants may seek relief under the provisions of Section XVIII (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK BY SETTLING DEFENDANTS

9. Selection of Supervising Contractor

a. All aspects of the Work to be performed by Settling Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Remedy Review), VIII (Quality Assurance, Sampling and Data Analysis), and XV (Emergency Response) of this Consent Decree shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA. Within 30 days after the lodging of this Consent Decree, Settling Defendants shall notify EPA in writing of the name, title, and

qualifications of any contractor proposed to be the Supervising Contractor. With respect to any contractor proposed to be Supervising Contractor, Settling Defendants shall demonstrate that the proposed contractor has a quality system that 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. EPA will issue a notice of disapproval or an authorization to proceed. If the sole reason for disapproval by EPA is a deficiency in the contractor's QMP, EPA will state in writing its objections to the QMP as submitted, and the Settling Defendants shall have 40 days to submit a revision to the contractor's QMP for review by EPA. If at any time thereafter, Settling Defendants propose to change a Supervising Contractor, Settling Defendants shall give such notice to EPA and must obtain an authorization to proceed from EPA before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

b. If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Defendants in writing. Settling Defendants shall submit to EPA a list of contractors, including the qualifications of each contractor, that would be acceptable to them within 30 days of receipt of EPA's disapproval of the contractor previously proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Settling Defendants may select any contractor from that list that is not disapproved and shall notify EPA of the name of the contractor selected within 21 days of EPA's authorization to proceed.

c. If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Settling Defendants from meeting one or more deadlines in a plan approved by the EPA pursuant to this Consent Decree, Settling Defendants may seek relief under the provisions of Section XVIII (Force Majeure) hereof.

10. Remedial Design.

a. Within 90 days after EPA's issuance of an authorization to proceed pursuant to Paragraph 9, Settling Defendants shall submit to EPA and the State a work plan for the design of the Remedial Action at the Site ("Remedial Design Work Plan" or "RD Work Plan"). The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, in accordance with the SOW and for achievement of the Performance Standards and other requirements set forth in the ROD, this Consent Decree and/or the SOW. Upon its approval by EPA, the Remedial Design Work Plan shall be incorporated into and become enforceable under this Consent Decree.

b. The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design tasks identified in the SOW.

c. Upon approval of the Remedial Design Work Plan by EPA, Settling Defendants shall implement the Remedial Design work in accordance with the SOW, ROD, the Remedial Design Work Plan and other plans and schedules developed and approved thereunder.

The Settling Defendants shall submit to EPA all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plan.

d. The preliminary design submittals shall include, at a minimum, the preliminary design requirements identified in the SOW.

e. The pre-final/final design submittals shall include, at a minimum, the pre-final/final design requirements identified in the SOW.

11. Remedial Action.

a. Within 120 days after the approval of the final design report required under Section VII.C. of the SOW, or such longer period as may be approved by EPA, Settling Defendants shall submit to EPA and the State a work plan for the performance of the Remedial Action at the Site ("Remedial Action Work Plan"). The Remedial Action Work Plan shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this Consent Decree, the ROD, the SOW, and the design plans and specifications developed in accordance with the Remedial Design Work Plan and approved by EPA. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Consent Decree. The Remedial Action Work Plan shall include plans and schedules for implementation of all remedial action tasks identified in the SOW.

b. Upon approval of the Remedial Action Work Plan by EPA, and subsequent to the entry of the Consent Decree, Settling Defendants shall implement the Remedial Action, including all activities required under the Remedial Action Work Plan, in accordance with the SOW, the ROD, the Remedial Action Work Plan, and other plans and schedules developed and approved thereunder. The Settling Defendants shall submit to EPA all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plan.

12. The Settling Defendants shall continue to implement the Remedial Action and O&M, in accordance with the SOW, the ROD, and plans and schedules developed and approved thereunder, until the Performance Standards are achieved and for so long thereafter as is otherwise required under this Consent Decree. Upon approval of the O&M Plan, it shall be incorporated into and become enforceable under this Consent Decree.

13. Modification of the SOW or Related Work Plans.

a. If EPA determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary to achieve and maintain the Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD or to provide for removal of the Hot Spot pursuant to page 31 of the ROD if the Hot

Spot treatment does not meet performance standards for treatment, solidification and containment, EPA may require that such modification be incorporated in the SOW and/or such work plans, provided, however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the remedy selected in the ROD.

b. For the purposes of this Paragraph 13 and Paragraph 48 only, the "scope of the remedy selected in the ROD" is: (1) air stripping of the Hot Spot area until levels of volatile organic compounds (VOCs) are reduced to whichever is more stringent: 90 percent lower than current levels, the average VOC levels in the Fill Area outside the Hot Spot, or to a level where interference with stabilization will not occur; (2) soil stabilization of the Hot Spot using cement and lime, so that the Hot Spot is solidified to the performance standards specified on page 30 of the ROD as well as performance standards to be developed during the design phase of the remedy; (3) installation of a landfill cap over the entire Fill Area; (4) improvement of the existing, interim groundwater recovery system, which consists of above-ground piping, and recovery wells screened in the Fill Area.; (5) improvement and upgrading of the existing sheet pile wall along Peach Island Creek, which protects the slurry wall along the riparian side of the Fill Area; (6) evaluation of the slurry wall and actions to make slurry wall effective, if needed; (7) implementation of institutional controls to restrict use of the property and otherwise ensure the effectiveness of the remedy; (8) operation and maintenance and long term monitoring; and (9) removal of Hot Spot, as described on pages 19-20 and 31 of the ROD, if EPA determines that the Hot Spot treatment does not meet performance standards for treatment, solidification, and/or containment.

c. (1) Except as provided in (2) below, if Settling Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Section XIX (Dispute Resolution), Paragraph 65 (record review). The SOW and/or related work plans shall be modified in accordance with final resolution of the dispute.

(2) If EPA determines that the Hot Spot treatment does not meet performance standards for treatment, solidification, and/or containment and therefore Hot Spot removal is required in accordance with the ROD at page 31, Settling Defendants shall design and perform the Hot Spot removal. EPA's determination with respect to Hot Spot removal shall not be subject to dispute resolution, except that the Settling Defendants may seek dispute resolution solely to the Director of the Emergency and Remedial Response Division ("ERRD"), EPA Region II, of an EPA determination that the Hot Spot treatment does not meet one or more of the performance standards for treatment, solidification, and/or containment, in accordance with the procedures set forth in Paragraphs 63, 64, 65.a, and the first sentence of 65.b. The decision of the ERRD Director with regard to such dispute, shall be final, binding on the Settling Defendants, and not subject to judicial review. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants of the ROD's requirement that the Hot Spot shall be removed if the Hot Spot treatment does not meet one or more of the performance standards for treatment, solidification, and/or containment.

d. Settling Defendants shall implement any work required by any modifications incorporated in the SOW and/or in work plans developed pursuant to the SOW in accordance with this Paragraph.

e. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Consent Decree.

14. Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiff that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

15. a. Settling Defendants shall, prior to any off-Site shipment of Waste Material generated as a consequence of the Work, from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Remedial Project Manager of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipment that does not exceed 10 cubic yards so long as the total volume of said shipment added to the total volume of all such shipments made pursuant to this Consent Decree made prior to said shipment will not exceed 10 cubic yards.

(1) The Settling Defendants shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Settling Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

(2) The identity of the receiving facility and state will be determined by the Settling Defendants following the award of the contract for Remedial Action construction. The Settling Defendants shall provide the information required by Paragraph 15.a as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

(a) Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Settling Defendants shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3) and 40 C.F.R. 300.440. Settling Defendants shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulations cited in the preceding sentence.

VII. REMEDY REVIEW

16. Periodic Review. Settling Defendants shall conduct any studies and investigations as requested by EPA, in order to permit EPA to conduct reviews of whether the Remedial Action is protective of human health and the environment at least every five years as required by Section 121(c) of CERCLA and any applicable regulations.

17. EPA Selection of Further Response Actions. If EPA determines, at any time, that the Remedial Action is not protective of human health and the environment, EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

18. Opportunity To Comment. Settling Defendants and, if required by Sections 113(k)(2) or 117 of CERCLA, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

19. Settling Defendants' Obligation To Perform Further Response Actions. If EPA determines that the Remedial Action is not protective of human health and the environment pursuant to Paragraph 17, the Settling Defendants shall undertake such further response actions as EPA determines are necessary. Settling Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute (1) EPA's determination that the Remedial Action is not protective of human health and the environment, and (2) EPA's selection of the further response actions. Disputes pertaining to whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 65 (record review).

20. Submissions of Plans. If Settling Defendants are required to perform the further response actions pursuant to Paragraph 19, they shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in Section VI (Performance of the Work by Settling Defendants) and shall implement the plan approved by EPA in accordance with the provisions of this Decree.

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

21. Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance and monitoring samples in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" (EPA/240/B-01/003, March 2001), "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), and subsequent amendments to such guidelines upon notification by EPA to Settling Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any data collection under this Consent Decree, Settling Defendants shall submit to EPA for approval, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW and the NCP. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence as to the validity and results of the analysis, without objection, in any proceeding under this Decree. Settling Defendants shall ensure that EPA and its authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Defendants in implementing this Consent Decree. In addition, Settling Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the approved QAPP for quality assurance monitoring. Settling Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," dated February 1988, and any amendments made thereto during the course of the implementation of this Decree; however, upon approval by EPA, after opportunity for review and comment by the State, the Settling Defendants may use other analytical methods. Settling Defendants shall ensure that all laboratories they use for analysis of samples taken

pursuant to this Consent Decree participate in an EPA, NJDEP or NJDEP/EPA-equivalent QA/QC program. Settling Defendants shall only use laboratories that have a documented 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), and "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements. Settling Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

22. Upon request, the Settling Defendants shall allow split or duplicate samples to be taken by EPA and its authorized representatives. Settling Defendants shall notify EPA not less than 16 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow the Settling Defendants to take split or duplicate samples of any samples it takes as part of the Plaintiff's oversight of the Settling Defendants' implementation of the Work.

23. Settling Defendants shall submit to EPA and the State two copies of the results of all validated sampling and analysis, as well as two copies of the results of all other tests or other data, obtained or generated by or on behalf of Settling Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise. Upon request from EPA, Settling Defendants shall also submit to EPA unvalidated sampling data.

24. Notwithstanding any provision of this Consent Decree, the United States hereby retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

IX. ACCESS AND INSTITUTIONAL CONTROLS

25. If the SCP Carlstadt Property, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by any of the Settling Defendants, such Settling Defendants shall commencing on the date of lodging of this Consent Decree, provide the United States and its representatives, including EPA and its contractors, with access at all reasonable times to the SCP Carlstadt Property, or such other property, for the purpose of conducting any activity related to this Consent Decree including, but not limited to, the following activities:

(a) Monitoring the Work;

(b) Verifying any data or information submitted to the United States or the State;

(c) Conducting investigations relating to contamination at or near the Site;

(d) Obtaining samples;

(e) Assessing the need for, planning, or implementing additional response actions at or near the SCP Carlstadt Property;

(f) Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;

(g) Implementing the Work pursuant to the conditions set forth in Paragraph 81 of this Consent Decree;

(h) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV (Access to Information);

(i) Assessing Settling Defendants' compliance with this Consent Decree; and

(j) Determining whether the SCP Carlstadt Property or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree.

26. If the SCP Carlstadt Property, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by persons other than any of the Settling Defendants, Settling Defendants shall use best efforts to secure from such persons:

a. within 60 days of a request by EPA, an agreement to provide access thereto for Settling Defendants, as well as for the United States on behalf of EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 25 of this Consent Decree and/or to provide land/water use restrictions. Such an agreement for the SCP Carlstadt Property through the date of recordation of the deed notice referred to in subparagraph 26(b) has already been obtained in an access easement contained in Appendix E; and

b. upon completion of the Remedial Action or at such earlier or later time as the United States may approve upon application of the Settling Defendants, execution and recordation of a deed notice for the SCP Carlstadt Property by the Owner with the Office of the County Clerk of Bergen County, New Jersey using substantially the form attached hereto as Appendix F or such other form as the United States may approve upon application of the Settling Defendants ("Deed Notice"). The Deed Notice shall require the Owner, subsequent owners, lessees, and operators to refrain from using the SCP Carlstadt Property, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such restrictions include, but are not limited to, refraining from taking any action that would injure or threaten injury to the integrity of the slurry wall, the sheet pile retaining wall, the collection tanks, wells, piezometers, HDPE liners or other caps. The Deed Notice shall also: (i) grant a right of access to the Settling Defendants, EPA, NJDEP and their representatives for the purpose

of conducting any activity relating to the operation and maintenance of engineering controls constructed at the Site and (ii) grant the right to enforce the use restrictions that EPA has determined are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures performed pursuant to this Consent Decree. Prior to recordation and within 45 days of a request by EPA, Settling Defendants shall submit the Deed Notice to EPA for final approval. In accordance with N.J.S.A. 58:10B-13, the Deed Notice shall be filed in the same manner as deeds and other interests in real property in the State of New Jersey.

c. within 120 days of a request by EPA, execution and recordation in the Office of the County Clerk of Bergen County, New Jersey, of an easement, running with the land, that grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 25 of this Consent Decree and /or to provide land/water use restrictions. The access rights and/or land/water use restrictions shall be granted to one or more of the following persons, as determined by EPA: (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Within 45 days of request by EPA, Settling Defendants shall submit to EPA for review and approval with respect to such property:

(a) A draft easement that is enforceable under the laws of the State of New Jersey, and

(b) a current title insurance commitment, or some other evidence of title acceptable to EPA, which shows title to the land described in the easement to be free and clear of all prior liens and encumbrances (except when those liens or encumbrances are approved by EPA or when, despite best efforts, Settling Defendants are unable to obtain release or subordination of such prior liens or encumbrances)

Within 15 days of EPA's approval and acceptance of the easement and the title evidence, Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment to affect the title adversely, the easement shall be recorded with the Office of the County Clerk of Bergen County. Within 30 days of the recording of the easement, Settling Defendants shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded easement showing the clerk's recording stamps. If easement is to be conveyed to the United States, the easement and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title must be obtained as required by 40 U.S.C. § 255. As noted in subparagraph 26(a), the Settling Defendants have already obtained the execution and recordation of an access easement for the SCP Carlstadt Property through the date of recordation of the Deed Notice, which is attached as Appendix E.

27. For purposes of Paragraph 26 of this Consent Decree, "best efforts" includes the payment of reasonable sums of money in consideration of access, access easements, land/water use restrictions, deed notices, restrictive easements, and/or an agreement to release or subordinate a prior lien or encumbrance. If (a) any access or land/water use restriction agreements required by Paragraph 26.a of this Consent Decree are not obtained within 45 days of a request by EPA,

(b) any access easements or restrictive easements required by Paragraph 26.c of this Consent Decree are not submitted to EPA in draft form within 45 days of EPA's request, or (c) Settling Defendants are unable to obtain an agreement pursuant to Paragraph 26.c. from the holder of a prior lien or encumbrance to release or subordinate such lien or encumbrance to the easement being created pursuant to this consent decree within 45 days of EPA's request for an easement, Settling Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Settling Defendants have taken to attempt to comply with Paragraph 26 of this Consent Decree. The United States may, as it deems appropriate, assist Settling Defendants in obtaining access or land/water use restrictions, either in the form of contractual agreements or deed notices or in the form of easements running with the land, or in obtaining the release or subordination of a prior lien or encumbrance. Settling Defendants shall reimburse the United States in accordance with the procedures in Section XVI (Reimbursement of Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining such access, land/water use restrictions, and/or the release/subordination of prior liens or encumbrances including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

28. If EPA determines that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the ROD, ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Settling Defendants shall cooperate with EPA's efforts to secure such governmental controls.

29. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

30. In addition to any other requirement of this Consent Decree, Settling Defendants shall submit to EPA one copy of written monthly progress reports or, following approval of the Remedial Action Report, quarterly O & M reports that comply with the requirements for the written monthly progress reports or quarterly O & M reports as described in the SOW.

31. The Settling Defendants shall notify EPA of any change in the schedule described in the monthly progress report or quarterly O & M report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

32. Upon the occurrence of any event during performance of the Work that Settling Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA), Settling Defendants shall within 24 hours of the onset of such event orally notify the EPA Remedial Project Manager or in the event that the EPA Remedial Project Manager is unavailable, contact the EPA Region 2 spill line at (732) 548-8730. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

33. Within 20 days of the onset of such an event, Settling Defendants shall furnish to

Plaintiff a written report, signed by the Settling Defendants' Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Settling Defendants shall submit a report setting forth all actions taken in response thereto.

34. Settling Defendants shall submit 2 copies to EPA and 1 copy to NJDEP of all plans, reports, and data required by the SOW, the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans, in accordance with the schedules set forth in such plans. Upon request by EPA, Settling Defendants shall submit in electronic form to the extent practicable all portions of any report or other deliverable Settling Defendants are required to submit pursuant to the provisions of this Consent Decree.

35. All reports and other documents submitted by Settling Defendants to EPA (other than the monthly progress reports referred to above) which purport to document Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Defendants, who may be the Project Coordinator.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

36. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Defendants modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Defendants at least one notice of deficiency and an opportunity to cure within 45 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

37. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 36(a), (b), or (c), Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XIX (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 36(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XX (Stipulated Penalties).

38. Resubmission of Plans.

a. Upon receipt of a notice of disapproval pursuant to Paragraph 36(d), Settling Defendants shall, within 45 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XX, shall accrue during the 45-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 39 and 40.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 36(d), Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Defendants of any liability for stipulated penalties under Section XX (Stipulated Penalties).

39. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Settling Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XIX (Dispute Resolution).

40. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Defendants invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XIX (Dispute Resolution) and Section XX (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XX.

41. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XII. PROJECT COORDINATORS

42. Within 20 days of lodging this Consent Decree, Settling Defendants, and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators or Remedial Project Manager and Alternate Project Coordinators if required. If a Project Coordinator or Remedial Project Manager or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least 5 working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendants' Project Coordinator, who may be an employee of the Supervising Contractor, shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Defendants' Project Coordinator shall not be an attorney for any of the Settling Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

43. Plaintiff may designate other representatives, including, but not limited to, EPA employees, and federal contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Remedial Project Manager shall

have the authority lawfully vested in a Remedial Project Manager (RPM) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Remedial Project Manager shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

XIII. ASSURANCE OF ABILITY TO COMPLETE WORK

44. Within 30 days of entry of this Consent Decree, Settling Defendants shall establish and maintain financial security in the amount of $3.5 million ("Guarantee Amount") in one or more of the following forms:

a. A surety bond in the Guarantee Amount guaranteeing performance of the Work;

b. One or more irrevocable letters of credit equaling the Guarantee Amount;

c. A trust fund equaling the Guarantee Amount (but not the SCP/Carlstadt De Minimis Settlement Trust);

d. A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Settling Defendants;

e. A demonstration that one or more of the Settling Defendants satisfy the requirements of 40 C.F.R. Part 264.143(f). References in 40 C.F.R. Part 264.143(f) to the "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates" shall mean $3.5 million for purposes of this Section; or

f. Annual 10-K reports for the preceding fiscal year for one or more of the Settling Defendants that demonstrates, to EPA's satisfaction, that one or more of the Settling Defendants meets the requirements of 40 C.F.R. § 264.143(f)(1)(i) or (ii). References in 40 C.F.R. Part 264.143(f) to the "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates" shall mean $3.5 million for purposes of this Section.

45. If the Settling Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 44.d of this Consent Decree, Settling Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f). If Settling Defendants seek to demonstrate their ability to complete the Work by means of the financial test or the corporate guarantee pursuant to Paragraph 44.d or 44.e, they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date. If Settling Defendants seek to demonstrate their ability to complete the Work by means of Paragraph 44.f, they shall submit the most recent annual 10-K reports on the anniversary of the Effective Date. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, Settling Defendants shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 44 of this Consent Decree. Settling Defendants' inability to demonstrate financial ability to complete the

Work shall not excuse performance of any activities required under this Consent Decree.

46. If Settling Defendants can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 44 above after entry of this Consent Decree, Settling Defendants may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining work to be performed. Settling Defendants shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Settling Defendants may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

47. Settling Defendants may change the form of financial assurance provided under this Section at any time, upon notice to and approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Settling Defendants may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

XIV. CERTIFICATION OF COMPLETION

48. a.. Completion of Construction of the Remedial Action.

In accordance with Section X of the SOW, Settling Defendants shall submit a Remedial Action Report at the conclusion of construction of the Remedial Action, which shall be subject to EPA approval pursuant to Section X.F. of the SOW.

b. Completion of the Work.

1. Within 90 days after Settling Defendants conclude that all phases of the Work, have been fully performed, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants and EPA. If, after the pre-certification inspection, the Settling Defendants still believe that the Work has been fully performed, Settling Defendants shall submit a written report by a registered professional engineer, with a copy to the State, stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Project Coordinator:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my thorough inquiry of the person or persons who manage the system or those directly responsible for gathering the information, I certify that, to the best of my knowledge and belief, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after review of the written report, EPA, after a reasonable opportunity for review and comment by the State, determines that any portion of the Work has not been completed in

accordance with this Consent Decree, EPA will notify Settling Defendants in writing of the activities that must be undertaken by Settling Defendants pursuant to this Consent Decree to complete the Work, provided, however, that EPA may only require Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Paragraph 13.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

2. If EPA concludes, based on the initial or any subsequent request for Certification of Completion by Settling Defendants, after a reasonable opportunity for review and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing.

XV. EMERGENCY RESPONSE

49. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Defendants shall, subject to Paragraph 50, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Remedial Project Manager. If the EPA Remedial Project Manager is unavailable, the Settling Defendants shall notify the EPA Region 2 Spill Line at (732) 548-8730.

Settling Defendants shall take such actions in consultation with EPA's Remedial Project Manager or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Defendants fail to take appropriate response action as required by this Section, and EPA takes such action instead, Settling Defendants shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Payments for Response Costs).

50. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXI (Covenants Not to Sue by Plaintiff).

XVI. PAYMENTS FOR RESPONSE COSTS

51. Payments for Past Response Costs.

a. Within 30 days of the Effective Date, Settling Defendants shall pay to EPA $1,149,902, plus Interest from January 7, 2003, through date of payment, in payment for

Past Response Costs. Payment shall be made by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number 9405669, EPA Site/Spill ID Number 02-65, and DOJ Case Number 90-11-2-495/1. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of New Jersey following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day.

b. At the time of payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management Officer, in accordance with Section XXVII (Notices and Submissions).

c. The total amount to be paid by Settling Defendants pursuant to Subparagraph 51.a shall be deposited in the Scientific Chemical Processing Superfund Site 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 transferred by EPA to the EPA Hazardous Substance Superfund.

52. Payments for Future Response Costs Other than Future Oversight Costs.

a. Settling Defendants shall pay to EPA all Future Response Costs not inconsistent with the National Contingency Plan other than Future Oversight Costs. On a periodic basis the United States will send Settling Defendants a bill requiring payment that includes a SCORPIOS Report and EPA-prepared cost summary and, if applicable, a Department of Justice-prepared cost summary. EPA will provide copies of EPA time sheets, EPA travel receipts, contractor vouchers or invoices, including summary of personnel names and hours (where applicable), monthly reports (where applicable), and the scope of budget established between EPA and its contractors (where applicable). Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment and above-referenced supporting documents, except as otherwise provided in Paragraph 53. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") to Mellon Bank, Pittsburgh, Pennsylvania, as follows: Settling Defendants shall provide the following information to their bank: (i) Amount of payment; (ii) Title of Mellon Bank Account to receive the payment: EPA; (iii) Account Code for Mellon Bank Account receiving the payment: 9108544; (iv) Mellon Bank ABA Routing Number: 043000261; (v) Name of Settling Defendants; (vi) the case Docket Number, and (viii) Site/Spill Identifier: 02-65.

b. At the time of payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management Officer, in accordance with Section XXVII (Notices and Submissions).

c. The total amount to be paid by Settling Defendants pursuant to Subparagraph 52.a shall be deposited in the Scientific Chemical Processing Superfund Site 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 transferred by EPA to the EPA Hazardous Substance Superfund.

53. Settling Defendants may contest payment of any Future Response Costs under Paragraph 52 if they determine that the United States 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 30 days of receipt of the bill and above-required supporting documents and must be sent to the United States pursuant to Section XXVII (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Defendants shall within the 30 day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph 52. Simultaneously, the Settling Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of New Jersey and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendants shall send to the United States, as provided in Section XXVII (Notices and Submissions), a copy of the transmittal letter and payment document 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 Settling Defendants shall initiate the Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States prevails in the dispute, within 5 days of the resolution of the dispute, the Settling Defendants shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 52. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described in Paragraph 52; Settling Defendants 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 XIX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States for their Future Response Costs.

54. In the event that the payment required by Subparagraph 51.a are not made within 30 days of the Effective Date or the payments required by Paragraph 52 are not made within 30 days of the Settling Defendants' receipt of the bill and the above-referenced supporting documentation (where applicable), Settling Defendants shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of mailing of the bill and above-referenced supporting documentation (where applicable). The Interest shall accrue through the date of the Settling Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 69. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraphs 51 and 52.

XVII. INDEMNIFICATION AND INSURANCE

55. Settling Defendants' Indemnification of the United States.

a. The United States does not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendants as EPA's authorized

representatives under Section 104(e) of CERCLA. Settling Defendants shall indemnify, save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Defendants agree to pay the United States all costs it incurs including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. The United States shall not be held out as a party to any contract entered into by or on behalf of Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States.

b. The United States and the State shall give Settling Defendants notice of any claim for which the United States or the State plans to seek indemnification pursuant to Paragraph 55, and shall consult with Settling Defendants prior to settling such claim.

56. Settling Defendants waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Defendants shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

57. No later than 15 days before commencing any on-site Work, Settling Defendants shall secure, and shall maintain until the first anniversary of EPA's approval of the Remedial Action Report required under Section X of the SOW, comprehensive general liability insurance with limits of $5 million dollars, combined single limit, and automobile liability insurance with limits of $1 million dollars, combined single limit, naming the United States as an additional insured. In addition, for the duration of this Consent Decree, Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Defendants shall provide to EPA certificates of such insurance and a copy of each insurance policy. Settling Defendants shall resubmit such certificates and, upon written request by EPA, copies of policies each year on the anniversary of the Effective Date. If Settling Defendants demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or

subcontractor, Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XVIII. FORCE MAJEURE

58. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Defendants, of any entity controlled by Settling Defendants, or of Settling Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Defendants' best efforts to fulfill the obligation. The requirement that the Settling Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work or a failure to attain the Performance Standards.

59. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendants shall notify orally EPA's Remedial Project Manager or, in his or her absence, the Chief of the New Jersey Remediation Branch, Emergency and Remedial Response Division, EPA Region 2, within 5 days of when Settling Defendants first knew that the event might cause a delay. Within 10 days thereafter, Settling Defendants shall provide in writing to EPA and the State 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; the Settling Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Defendants 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. Settling Defendants shall be deemed to know of any circumstance of which Settling Defendants, any entity controlled by Settling Defendants, or Settling Defendants' contractors knew or should have known.

60. 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 Decree that are affected by the force majeure event will be extended by 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 the Settling Defendants in writing of its decision. If EPA agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

61. If the Settling Defendants elect to invoke the dispute resolution procedures set

forth in Section XIX (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Defendants complied with the requirements of Paragraphs 58 and 59, above. If Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XIX. DISPUTE RESOLUTION

62. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

63. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

64. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants. The Statement of Position shall specify the Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 65 or Paragraph 66.

b. Within 30 days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 65 or 66. Within 20 days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendants as to whether dispute resolution should proceed under Paragraph 65 or 66, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 65 and 66.

65. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position and the Reply, if any, of Settling Defendants to EPA's statement of position, including supporting documentation, exhibits and appendices, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Emergency and Remedial Response Division, EPA Region 2, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 65.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraph 65.c and d.

c. Any administrative decision made by EPA pursuant to Paragraph 65.b. shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendants with the Court and served on the United States within 20 days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendants' motion, and Settling Defendants may file a reply to any response filed by EPA. If Settling Defendants file a reply, EPA may file a surreply.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Emergency and Remedial Response Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 65.a.

66. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 64, the Director of the Emergency and Remedial Response Division, EPA Region 2, will issue a final decision resolving the dispute. The Emergency and Remedial Response Division Director's decision shall be binding on the Settling Defendants unless, within 20 days of receipt of the decision, the Settling Defendants file with the Court and serve on the EPA a motion for judicial review of the decision setting forth the matter in dispute, the efforts

made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion and Settling Defendants may file a reply to any response filed by EPA. If Settling Defendants file a reply, EPA may file a surreply.

b. Notwithstanding Paragraph Q of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

67. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 75. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

XX. STIPULATED PENALTIES

68. Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 69 and 70 to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVIII (Force Majeure). "Compliance" by Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree. The amount of stipulated penalties specified below is per violation per day for the Settling Defendants collectively, not per violation per day per Settling Defendant. The obligations of the Settling Defendants to pay stipulated penalties, if any, are joint and several.

69. Stipulated Penalty Amounts - Work/Reports/Miscellaneous.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any requirement identified in Subparagraph 69.b:

Penalty Per Violation Per Day	Period of Noncompliance
$ 500	1st through 5th day
$ 1,000	6th through 15th day
$ 3,000	16th through 30th day
$ 5,000	31st through 45th day

[illegible]	$ 7,500	46th day and beyond

b. Compliance Milestones subject to stipulated penalties are as follows:

(1) Submission of the name of the Project Coordinator to EPA pursuant to Section XII (Project Coordinators) of this Consent Decree;

(2) Payment of Past Response Costs and Future Response Costs, and, if applicable, Interest, pursuant to Section XVI (Payment for Response Costs) of this Consent Decree;

(3) Payment of Stipulated Penalties pursuant to Section XX (Stipulated Penalties) of this Consent Decree;

(4) Provision of Financial Assurance pursuant to Section XIII (Assurance of Ability to Complete Work) of this Consent Decree;

(5) Compliance with any reporting requirements set forth in Section X (Reporting Requirements) of this Consent Decree;

(6) Notification of the Supervising Contractor pursuant to Paragraph 9 of this Consent Decree;

(7) Implementation of the substantive Work activities required in the submittals listed in (10)-(13), (15)-(17), and (19) below, and as further described in the Remedial Design Work Plan, Remedial Action Work Plan, and/or Operation and Maintenance Manual;

(8) Implementation of any substantive Work activities required by any modifications incorporated in the SOW and/or in work plans developed pursuant to the SOW in accordance with Paragraph 13 of this Consent Decree;

(9) Implementation of any substantive Work activities in accordance with any work plan submitted by Settling Defendants and approved by EPA pursuant to Section VII of this Consent Decree;

(10) Deadlines for submission and, if necessary, revision and resubmission of the Remedial Design Work Plan;

(11) Deadlines for submission and, if necessary, revision and resubmission of the Preliminary Remedial Design Report;

(12) Deadlines for submission and, if necessary, revision and resubmission of the Pre-Final Remedial Design Report;

(13) Deadlines for submission and, if necessary, revision and resubmission of the Final Remedial Design Report;

(14) Award of contract for the Remedial Action pursuant to Section

IX.A of the SOW;

(15) Deadlines for submission and, if necessary, revision and resubmission of the Remedial Action Work Plan;

(16) Deadlines for Remedial Action, as specified in the approved Remedial Design Report, including both remediation and monitoring work and Remedial Action Work Plan;

(17) Deadlines for submission and, if necessary, revision and resubmission of the Operations and Maintenance Manual;

(18) Conducting final inspection and correcting identified deficiencies, if any, pursuant to Section X.C of the SOW;

(19) Deadlines for submission of a Draft Remedial Action Report and, if required, submission of a Final Remedial Action Report, pursuant to Section X.D-F of the SOW;

(20) Securing and maintaining institutional controls to restrict the use of property and otherwise ensure effectiveness of the OU2 remedy in accordance with approved plans and schedule.

70. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 81 of Section XXI (Covenants Not to Sue by Plaintiff), Settling Defendants shall be liable for a stipulated penalty in the amount of $1 million.

71. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendants of any deficiency; (2) with respect to a decision by the Director of the Emergency and Remedial Response Division, EPA Region 2, under Paragraph 65.b or 66.a of Section XIX (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XIX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

72. Following EPA's determination that Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Defendants written notification of the same and describe the noncompliance. EPA may send the Settling Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Settling Defendants of a violation.

73. All penalties accruing under this Section shall be due and payable to the United States within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties, unless Settling Defendants invoke the Dispute Resolution procedures under Section XIX (Dispute Resolution). All payments to the United States under this Section shall be paid by certified or cashier's check(s) or by Electronic Funds Transfer. If paid by check, the check should be made payable to "EPA Hazardous Substances Superfund," and shall be mailed to:

U.S. Environmental Protection Agency, Region II
Superfund Accounting
P.O. Box 360188M
Pittsburgh, PA 15251

If paid by Electronic Funds Transfer, the payment shall be made in the same manner as specified in Paragraph 51.a. All payments shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID #02/65, the DOJ Case Number 90-11-2-495/1, and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter, or notice of Electronic Funds Transfer shall be sent to the United States as provided in Section XXVII (Notices and Submissions).

74. The payment of penalties shall not alter in any way Settling Defendants' obligation to complete the performance of the Work required under this Consent Decree. However, if EPA performs a portion of the Work pursuant to Paragraph 81, the Settling Defendants shall not be obligated to complete the portion of the work performed by EPA, but instead shall be obligated to reimburse EPA for its costs of completing that portion of the Work, as well as to pay the stipulated penalty specified in Paragraph 70.

75. Penalties shall continue to accrue as provided in Paragraph 71 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 30 days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 30 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Defendants to the extent that they prevail.

76. If Settling Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as Interest. Settling Defendants shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made

pursuant to Paragraph 73.

77. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

78. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XXI. COVENANTS NOT TO SUE BY PLAINTIFF

79. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 80 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA and Section 7003 of RCRA for performance of the Work and for recovery of Past Response Costs and Future Response Costs. These covenants not to sue shall take effect upon the receipt by EPA of the payment required by Paragraph 51.a of Section XVI (Payments for Response Costs). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

80. General reservations of rights. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Plaintiff's covenant not to sue. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

a. claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;

c. liability based upon the Settling Defendants' ownership or operation of the Site, if any, or upon the Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this Consent Decree by the Settling Defendants;

d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

e. criminal liability;

f. liability for violations of federal or state law which occur during or after

implementation of the Remedial Action; and

g. liability, prior to Certification of Completion of the Work, for additional response actions that EPA determines are necessary to achieve Performance Standards, but that are not or cannot be required pursuant to Paragraph 13 (Modification of the SOW or Related Work Plans);

h. liability for response actions other than those provided for in the ROD, including, but not limited to, additional operable units at the Site or the final response action;

i. liability for costs that the United States will incur related to the Site but are not within the definition of Future Response Costs;

j. liability for costs to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site;

k. liability for Future Oversight Costs.

81. Work Takeover In the event EPA determines that Settling Defendants 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 portions of the Work as EPA determines necessary. Settling Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution), Paragraph 65, to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Settling Defendants shall pay pursuant to Section XVI (Payments for Response Costs).

82. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANTS BY SETTLING DEFENDANTS

83. Covenant Not to Sue. Subject to the reservations in Paragraph 84, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Work, past response actions, and Past and Future Response Costs as defined herein or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;

b. any claims against the United States, including any department, agency or instrumentality of the United States, or the State under CERCLA Sections 107 or 113 related to the Site, or

c. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

Except as provided in Paragraph 91 (waiver of Claim-Splitting Defenses), these

covenants not to sue shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 80 (b) - (d) or 80 (g) - (j), but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

84. The Settling Defendants reserve, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Settling Defendants' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA.

85. Nothing in this Consent Decree shall be deemed to constitute 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).

86. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have including for contribution, against any person that has entered into EPA's Administrative Order on Consent (Index No. II-CERCLA-97-0106), a copy of which is attached as Appendix G, for "matters addressed" as defined in Paragraph 57.a. of that Administrative Order on Consent, except as otherwise provided in paragraph 57.b. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

87. Except as provided in Paragraph 86 (waiver of claims against *de minimis* parties), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraph 86 (waiver of claims against *de minimis* parties), each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

88. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the Effective Date, to protection from actions or claims by any person not a signatory to this Consent Decree as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Consent Decree. The "matters addressed" in

this settlement are Past Response Costs, Future Response Costs other than Future Oversight Costs, as defined herein and the Work as defined herein. Solely as to claims among themselves, the Settling Defendants waive any rights to contribution protection as against each other for matters addressed in this Consent Decree, including any such rights pursuant to CERCLA Section 113(f)(2).

89. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

90. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

91. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXI (Covenants Not to Sue by Plaintiff).

92. In any subsequent judicial proceeding initiated by any Settling Defendant relating to the Site, other Settling Defendants shall not assert and may not maintain against any Settling Defendant any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case (provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXII (Covenants Not to Sue by Settling Defendants)).

XXIV. ACCESS TO INFORMATION

93. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to OU2 or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

94. Business Confidential and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to

the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information: and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

95. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXV. RETENTION OF RECORDS

96. Until 10 years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 48.b of Section XIV (Certification of Completion of the Work), each Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all documents and records that relate to the liability of any other person under CERCLA with respect to the Site. Each Settling Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any documents or records (including documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Settling Defendant (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary. If approved by the United States, Settling Defendants may elect to preserve and retain any or all of the documents referred to in this Paragraph in electronic format only. If Settling Defendants so elect, Settling Defendants waive any objection to admissibility of such documents in evidence based on lack of an original or a hard copy of the documents.

97. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 60 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to EPA. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

98. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXVI. DE MINIMIS SETTLEMENT TRUST ACCOUNT

99. a. Except as provided in Paragraph 99.b. below, Settling Defendants shall be entitled to distribution of funds from the SCP/Carlstadt De Minimis Settlement Trust in accordance with Paragraph 45.d.1 of EPA's Administrative Order on Consent (Index No. II-CERCLA-97-0106), and Section 2.3(a) of the SCP/Carlstadt De Minimis Settlement Trust Agreement dated July 2, 1997, a copy of which is attached as Appendix H.

b. In the event EPA assumes performance of a portion or all of the Work pursuant to Paragraph 81 of Section XXI (Covenants Not to Sue by Plaintiff), EPA shall receive any amount remaining in the SCP/Carlstadt De Minimis Settlement Trust Account ("Trust Account") for deposit into the Scientific Chemical Processing Superfund Site Special Account, and Settling Defendants shall not object to the transfer of such remaining amount to EPA by the Trustee of the Trust Account. If a modification to the SCP/Carlstadt De Minimis Settlement Trust Agreement and/or EPA's Administrative Order on Consent (Index No. II-CERCLA-97-0106) is necessary to effectuate such a transfer, Settling Defendants shall not object to such a modification.

XXVII. NOTICES AND SUBMISSIONS

100. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified

herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ # 90-11-2-495/1

As to EPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Remedial Project Manager

New Jersey Superfund Branch
Office of Regional Counsel
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Attorney

As to the Regional Financial Management Officer:

Chief, Financial Management Branch
U.S. EPA, Region 2
290 Broadway, 29th Floor
New York, NY 10007-1866

As to the Settling Defendants:

Name:_____
Settling Defendants' Project Coordinator
Address:_____
_____

As to NJDEP:

Riche Outlaw
NJDEP, Bureau of Case Management
401 East State Street, P.O. Box 028
Trenton, NJ 08625

XXVIII. EFFECTIVE DATE

101. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXIX. RETENTION OF JURISDICTION

102. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIX (Dispute Resolution) hereof.

XXX. APPENDICES

103. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the ROD.

"Appendix B" is the List of Settling Defendants.

"Appendix C" is the description and/or map of the Site.

"Appendix D" is the SOW.

"Appendix E" is the access easement for the SCP Carlstadt Property.

"Appendix F" is the Draft Deed Notice.

"Appendix G" is the De Minimis Administrative Consent Order.

"Appendix H" is the De Minimis Settlement Trust Agreement.

XXXI. COMMUNITY RELATIONS

104. Settling Defendants shall propose to EPA their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA in providing information regarding the Work to the public. As requested by EPA, Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site.

XXXII. MODIFICATION

105. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of EPA and the Settling Defendants. All such modifications shall be made in writing.

106. Except as provided in Paragraph 13 (Modification of the SOW or Related Work Plans), no material modifications shall be made to the SOW without written notification to and written approval of the United States, Settling Defendants, and the Court, if such modifications fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R.

300.435(c)(2)(B)(ii). Prior to providing its approval to any such modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to the SOW that do not materially alter that document, or material modifications to the SOW that do not fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R. 300.435(c)(2)(B)(ii), may be made by written agreement between EPA and the Settling Defendants.

107. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXXIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

108. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7 and an opportunity for a public meeting pursuant to §7003(d) of RCRA, 42 U.S.C. §6973(d). The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

109. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties. If this Consent Decree is not entered by the Court for any reason, the Parties agree that any activities of the Settling Defendants approved by EPA and conducted in compliance with the provisions of this Consent Decree shall be deemed to be consistent with the NCP as provided in Paragraph 7.

XXXIV. SIGNATORIES/SERVICE

110. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

111. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

112. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the court expressly declines to enter this Consent Decree.

XXXV. FINAL JUDGMENT

113. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

114. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 24th DAY OF September, 2004.

Harold A. Ackerman

United States District Judge

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. 3M Company, et al. ("Settling Defendants"), relating to the Scientific Chemical Processing Superfund Site.

FOR THE UNITED STATES OF AMERICA

7/7/04
Date

Catherine R. McCabe
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

7/8/04
Date

Elizabeth Yu
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-2277

7/13/04
Date

Michael A. Chagares
Assistant United States Attorney
Chief, Civil Division
District of New Jersey
970 Broad Street
Newark, N.J. 07102
(973) 645-2839

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

6/17/04
Date

Kathleen Callahan
for Jane M. Kenny
Regional Administrator, Region 2
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

5/26/04
Date

D. Cristiano
Damaris Urdaz Cristiano
Assistant Regional Counsel
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR 3M Company (formerly Minnesota Mining and Manufacturing) *

3/12/2004
Date

Signature: R. A. Paschke
Name (print): R. A. Paschke
Title: Manager, Corporate Environmental Programs
Address: P O Box 33428
St. Paul, MN 55133-3428

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): David P. Schneider
Title: Counsel
Address: Bressler Amery & Ross
325 Columbia Turnpike
Florham Park, NJ 07932
Ph. Number: 973/514-1200

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Air Products and Chemicals,* Inc.

3/17/04
Date

Signature: [signature] TS
Name (print): W. Douglas Brown
Title: Vice President, General Counsel and Secretary
Address: Air Products and Chemicals
7201 Hamilton Boulevard
Allentown, PA 18195-1501

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company
Title:
Address: 820 Bear Tavern Road
Third Floor
West Trenton, NJ 08628
Ph. Number: (609) 538-1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Akzo Nobel Coatings Inc. *
(generator: Reliance Universal Inc.)

12 March 2004
Date

Signature: Douglas W. Butler for Akzo Nobel Coatings Inc
Name (print): Douglas W. Butler
Title: Senior Environmental Affairs Mgr.
Address: Akzo Nobel Coatings Inc.
2031 Nelson Miller Parkway
Louisville, KY 40223

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): (same)
Title:
Address:

Ph. Number: (502) 254-0503

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

ATT NANCY or BILL WARREN

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Altje, Inc *

ALTJE, INC

March 17 2004
Date

Signature: John H Randolph
Name (print): JOHN H RANDOLPH
Title:
Address: 13 BALDWIN
SADDLE RIVER, NJ 07458

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): SAME AS ABOVE
Title:
Address:

Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: American Cyanamid - Lederle Labs - Schulton, Inc *

3-16-2004
Date

Signature: KE Koster

TWaldman 3/11/04

Name (print): Karen E. Koster
Title: V.P., Safety, Health and Environment
Address: Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Thomas Waldman
Title: Senior Litigation Counsel
Address: Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424
Ph. Number: 973-357-3136

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR AMERICAN STANDARD COMPANIES *

3-22-04
Date

Signature: [signature]
Name (print): KEVIN R TUBBS
Title: DIRECTOR, ENVIRONMENTAL AFFAIRS
Address: 1 CENTENNIAL AVENUE
PO BOX 6820
PISCATAWAY, NJ 08855

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): FRANKLIN W BOENNING
Title:
Address: LOWENSTEIN SANDLER PC
65 LIVINGSTON AVE
ROSELAND, NJ 07068
Ph. Number: 973 597-2430

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR ASHLAND INC. *

Ashland Oil Inc., Ashland Chemical Inc.
Ashland Chemical Company

March 11, 2004
Date

Signature: Thomas F Davis
Name (print): Thomas F. Davis
Title: Associate General Counsel
Address: Ashland Inc.
5200 Blazer Parkway
Dublin, Ohi 43017
614-790-3814

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Robin Lampkin-Isabel
Title: Senior Group Counsel
Address: 5200 Blazer Parkway
Dublin, OH 43017

Ph. Number: 614-790-3019

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR ATOFINA Chemicals, Inc. on behalf of its predecessors - Pennwalt Corporation and M&T Chemicals, Inc.*

3/15/04
Date

Signature: _____

Name (print): Jean Claude Rebeille

Title: Executive Vice President

Address: 2000 Market Street - 26th Floor
Philadelphia, PA 19103-3222

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): William Hamel, Esquire

Title: Deputy General Counsel

Address: 2000 Market Street
Philadelphia, PA 19103-3222

Ph. Number: 215-419-7052

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR **BASF Corporation on behalf of it self and as successor to BASF Wyandotte Corporation ***

March 24, 2004

Date

Signature: Nan Bernardo

Name (print): Nan Bernardo

Title: Counsel

Address: BASF Corporation
3000 Continental Drive – North
Mt. Olive, NJ 07828-1234

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Nan Bernardo

Title: Counsel

Address: BASF Corporation
3000 Continental Drive – North
Mt. Olive, NJ 07828-1234

Phone No. (973) 426-6006

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Bayer Chemicals Corporation

Date

Signature: Marcy L Tenaglia

Name (print): Marcy L. Tenaglia

Title: Vice President, General Counsel + Secretary

Address: 100 Bayer Road
Pgh, PA 15205-9741

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Anne H. Lewis

Title: Senior Counsel Bayer Corporate & Business Service

Address: 100 Bayer Road
Pittsburgh PA 15205

Ph. Number: 412-777-3156

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Bee Chemical Company

March 24, 2004
Date

Signature: EE Liebert
Name (print): Edward E. Liebert
Title: Treasurer
Address: 100 Independence Mall West
Philadelphia, PA 19106

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jeffrey C. Wyant
Title: Chief Regulatory Counsel
Address: 100 Independence Mall West
Philadelphia, PA 19106

Ph. Number: 215-592-6782

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Benjamin Moore & Co. *

March 8, 2004
Date

Signature: Donald E. Devine II
Name (print): Donald E. Devine, II
Title: Executive V.P. and CFO
Address: 51 Chestnut Ridge Road
Montvale, NJ 07645

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jo Ann Glaccum
Title: VP, General Counsel + Secretary
Address: 51 Chestnut Ridge Rd.
Montvale, NJ 07645

Ph. Number: 201-573-9600

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Ber Mar Manufacturing Corp. *

3/15/04
Date

Signature: [signature]
Name (print): Alfred Guercio
Title: President
Address: 110 Third Avenue
Brooklyn, NY 11217

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Martin B. Wasser
Title: Counsel for Ber Mar Manufacturing Corp.
Address: Phillips Nizer LLP
666 Fifth Avenue
New York, NY 10103-0084
Ph. Number: (212) 977-9700

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR BORDEN CHEMICAL, INC FOR BORDEN FABRIC LEATHER & BORDEN, INC. *

Date

Signature: C. Richard Springer

Name (print): C. RICHARD SPRINGER

Title: DIRECTOR EH&S

Address: 180 E BROAD ST
COLUMBUS, OHIO 43215

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Corporation Services Company

Title:

Address: 830 Bear Tavern Rd.
West Trenton, NJ 08628

Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Bristol-Myers Squibb Company *
successor to E.R. Squibb & Sons, Inc.

3/16/04
Date

Signature: William L. McGarry
Name (print): William L. McGarry
Title: Vice President and Senior Counsel
Address: 6000 Thompson Road
E. Syracuse, New York 13057

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): O'Connor & Hannan L.L.P.
Title: Reed W. Neuman, Esq.
Address: 1666 K Street, N.W., Suite 500
Washington, D.C. 20006-2803

Ph. Number: (202) 887-1400

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Browning-Ferris Industries of New Jersey, for itself and for Cecos International, Inc. and Newco Waste Systems, Inc.

3/25/04
Date

Signature: [signature]
Name (print): VICTORIA WARREN
Title: MANAGER, SUPERFUND
Address: 6711 W. 1000 N.
McCORDSVILLE, IN 46055

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): VICTORIA WARREN
Title: MANAGER, SUPERFUND
Address: 6711 W. 1000 N.
McCORDSVILLE, IN 46055

Ph. Number: 317-335-9550

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Chemcoat Inc. *

March 8, 2004
Date

Signature: Kevin J. Bruno
Name (print): Kevin J. Bruno
Title: Attorney For
Address: Robertson, Freilich Bruno & Glen
One Riverfront Plaza
4th Floor
Newark, NJ 07102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): same as above
Title:
Address:

Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR CHEMICAL POLLUTION CONTROL, INC. of NY *

3/23/04
Date

Signature: [signature]
Name (print): JOHN STILLER
Title: AREA MANAGER, REGULATORY AFFAIRS
Address: 275 ALLENS AVE.
PROVIDENCE RI 02905

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): JOHN STILLER
Title: AREA MANAGER, REGULATORY AFFAIRS
Address: 275 ALLENS AVE.
PROVIDENCE RI 02905

Ph. Number: 401-781-6340

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Ciba Specialty Chemicals Corporation (assuming any liability of Novartis Corporation (f/k/a Ciba-Geigy Corporation) for purposes of this matter, with approval of Novartis Corporation)

March 8, 2004
Date

Signature: (PA)
Name (print): Douglas D. Hetrick
Title: VP EHS
Address: 540 White Plains Road
Tarrytown, NY 10591

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): James Maewsky
Title: Assistant Secretary
Address: 540 White Plains Road
Tarrytown NY 10591

Ph. Number: 914 - 785-2567

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: CNA Holdings, Inc. *

3/18/04
Date

Signature: [signature]
Name (print): Richard G. Hanlon
Title: Sr. Manager Remediation
Address: 86 Morris Ave
Summit NJ 07901

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT Corporation System
Title:
Address: 820 Bear Tavern Road
West Trenton NJ 08628

Ph. Number: 609-538-0481

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR American Hoechst Corporation, merged into Celanese Corporation, now known as CNA Holdings, Inc. *

3/18/04
Date

Signature: [signature]
Name (print): RICHARD G. HANLON
Title: Sr Manager - Remediation
Address: 86 Morris Ave.
Summit NJ 07901

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT Corporation
Title:
Address: 820 Bear Tavern Road
West Trenton NJ 08628

Ph. Number: 609-538-0481

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR CONGOLEUM CORPORATION

3/22/04
Date

Signature: [signature]
Name (print): Russell L. Hewit
Title: Attorney
Address: Dughi, Hewit & Palatucci
340 North Ave
Cranford, NJ 07016

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Russell L. Hewit
Title: Attorney
Address: Dughi, Hewit & Palatucci
340 North Ave
Cranford, NJ 07016
Ph. Number: 908.272.0200

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Crown Beverage Packaging Company, Inc.

3/23/04
Date

Signature: Terrence Dwyer
Name (print): Terrence Dwyer, Esq.
Title: Counsel
Address: Dwyer, Golub & Isabel
16 Furler Street
P.O. Box 437
Totowa, NJ 07512

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Terrence Dwyer, Esq.
Title: Counsel
Address: Dwyer, Golub & Isabel
16 Furler Street
P.O. Box 437 Totowa, NJ 07512
Ph. Number: 973-785-4100

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Cycle Chem Inc *

3/8/04
Date

Signature: [signature]
Name (print): Michael Persico
Title: President
Address: 201 South First St
Elizabeth, New Jersey 07206

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Kelly & Roth
Title: Attorneys
Address: 605 Third Ave
New York, New York 10158

Ph. Number: 212-953-2626

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Dri-Print Foils, Inc. *

**

3/23/04
Date

Signature: [signature] *
Name (print): JOSEPH DEPARTO
Title: GENERAL MANAGER
Address: [illegible] FOILS, INC.
[illegible] NEW BRUNSWICK AVE.
RAHWAY, NJ 07065
[illegible] AVE

* SEE ATTACHED LETTER

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): MARK MANEWITZ
Title: ATTORNEY
Address: Reed Smith LLP
1 Riverfront Plaza, 1st FLOOR
NEWARK, NJ 07102
Ph. Number: (973) 621-3200
PROVIDEN [illegible]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

** Subsidiaries, Successors, etc.:

Beatrice Foods Co.
Beatrice Companies, Inc.
Beatrice Company
Hunt-Wesson, Inc.
ConAgra Grocery Products Company
API Foils, Inc.
~~Converters Ink Co., Inc.~~

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR DuPont Company *

Mar 13, 2004
Date

Signature: Bernard J. Reilly
Name (print): Bernard J. Reilly
Title: Corporate Counsel
Address: Du Pont Legal D7082
1007 Market Street
Wilmington, DE 19898

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Same
Title:
Address:

Ph. Number: 302-774-5445

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of the United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of the United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: Exxon Mobil Corporation

3/19/09
Date

Signature: ZKBolen
Name (print): Zane K. Bolen
Title: Area Manager, Superfund and Orphan Sites
Address: ExxonMobil Refining & Supply Co
16825 Northchase Dr., Rm# 922
Houston, TX 77060

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name (print): Michael J. Skinner
Title: Consultant to ExxonMobil
Address: 230 Kings Highway East, #300
Haddonfield, NJ 08033
Telephone No.: 856-429-5336

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of the United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: ExxonMobil Oil Corporation

3/19/04
Date

Signature: Z K Bl
Name (print): Zane K, Bolen
Title: Area Manager, Superfund and Orphan Sites
Address: ExxonMobil Refining & Supply Co
16825 Northchase Dr., Rm# 922
Houston, TX 77060

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name (print): Michael J. Skinner
Title: Consultant to ExxonMobil
Address: 230 Kings Highway East, #300
Haddonfield, NJ 08033
Telephone No.: 856-429-5336

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR GENERAL ELECTRIC COMPANY */

19 Mar 2004
Date

Signature: [signature]
Name (print): Lisa A. Hamilton
Title: Manager, MidAtlantic/Southeast/Western Regions
Address: 640 Freedom Business Center
King of Prussia, PA 19406

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT Corporation System
Title:
Address: 1515 Market Street
Suite 1210
Philadelphia, PA 19102
Ph. Number: 215-562-7750

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR GENERAL ELECTRIC COMPANY *
as successor for
Radio Corporation of America (RCA)

19 Mar 2004
Date

Signature: [signature]
Name (print): Lisa A. Hamilton
Title: Manager, MidAtlantic/Southeast/
Address: Western Regions
640 Freedom Business Center
King of Prussia, PA 19406

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT Corporation System
Title:
Address: 1515 Market Street
Suite 1210
Philadelphia, PA 19102
Ph. Number: 215-562-7750

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR GENERAL MOTORS CORPORATION *

3/13/2004
Date

Signature: Michelle T Fisher
Name (print): MICHELLE T. FISHER
Title: ATTORNEY
Address: GENERAL MOTORS CORPORATION
M.C. 482-C24-A24
300 RENAISSANCE CENTER
DETROIT, MI 48243

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT CORPORATION SYSTEM
Title: 820 Bear Tavern Rd
Address: West Trenton, NJ
08628
Ph. Number: 800 992 1074

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR HOFFMANN-LA ROCHE INC. *

Date

Signature:

Name (print): FREDERICK C. KENTZ III

Title: VICE PRESIDENT

Address: 340 KINGSLAND STREET

NUTLEY, NEW JERSEY 07110

Ap... to Form

LA... DEPT.

By

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): JOHN D. ALEXANDER, ESQ.

Title: ASSISTANT GENERAL COUNSEL

Address: HOFFMANN-LA ROCHE INC.

340 KINGSLAND STREET

NUTLEY, NEW JERSEY 07110

Ph. Number: 973-235-3447

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Honeywell International Inc. formerly known as Allied Signal

Date

Signature: David L. Wickersham

Name (print): DAVID L. WICKERSHAM

Title: REMEDIATION DIR.

Address: Honeywell International Inc
101 Columbia Rd
Morristown, NJ 07960

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Thomas Burn, Esq.

Title:

Address: Honeywell International Inc
101 Columbia Rd
Morristown, NJ 07960

Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR ISP Environmental Services Inc. *

3/17/94
Date

Signature: [signature]
Name (print): Peter J. Gant
Title: Sr. Vice President + Deputy General Counsel
Address: 1361 Alps Road
Wayne, NJ 07470

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Corporation Service Co.
Title:
Address: 830 Bear Tavern Road
Suite 305
West Trenton, NJ 08628
Ph. Number: (800) 927-9800

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR John L. Armitage & Co. *

March 8, 200x
Date

Signature: [signature]
Name (print): Kevin J. Bruno
Title: Attorney For
Address: Robertson, Fiorilli Bruno & Cohen
One Riverfront Plaza
4th Floor
Newark, NJ 07102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): same as above
Title:
Address:

Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Johnson & Johnson, for itself and on behalf of Permacel, Inc., its former subsidiary

03/24/04
Date

Signature: Kathryn A. Meisel
Name (print): Kathryn Meisel
Title: Assistant General Counsel
Address:

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Kathryn Meisel
Title: Assistant General Counsel
Address: Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Ph. Number: 732-524-2791
on behalf of Permacel,Inc., its former subsidiary

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: Kirker Enterprises, Inc. *
Decorative Industries

~~March 11,~~2004
Date

Signature:
Name (print): Marla S. Smith
Title: Senior Vice President
Address: 55 East 6th Street
Paterson, NJ 07524

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Marla S. SMith
Title: Managing Director
Address: The Fidelco Group
225 Millburn Ave. Ste: 202
Millburn, NJ 07041
Ph. Number: (973) 467-4300

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR L.E. Carpenter & Company *

03/20/04
Date

Signature: Richard E. Hahn
Name (print): Richard E. Hahn
Title: Senior Counsel
Address: PolyOne Corporation
33587 Walker Road
Avon Lake, Ohio 44012

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Richard E. Hahn
Title: Senior Counsel
Address: PolyOne Corporation
33587 Walker Road
Avon Lake, Ohio 44012
Ph. Number: 440-930-1361

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Lucent Technologies Inc. as successor in interest to and for and on behalf of AT&T Corp., AT&T Technologies, Inc., and Western Electric Company, Inc. *

3-25-04
Date

Signature:
Name (print): Gary M. Fisher
Title: Remediation Manager
Address: Lucent Technologies Inc.
7B-513A
600 Mountain Avenue
Murray Hill, NJ 07974

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Ralph McMurry
Title: Counsel
Address: Cozen O'Conner
45 Broadway
New York, New York 10006
Ph. Number: 212-908-1204

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR MACK TRUCKS, INC. *

March 12, 2004
Date

Signature:
Name (print): Scott R. Morris
Title: Director, Health, Safety & Environment
Address: MACK TRUCKS, INC.
2100 Mack Boulevard
Allentown, PA 18103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CORPORATION TRUST COMPANY
Title: -
Address: 820 Bear Tavern Road
West Trenton, NJ 08628

Ph. Number: 609 538-1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Magid Corp. *

3/19/04
Date

Signature: Robert S. Nayberg
Name (print): Robert S. Nayberg
Title: Attorney
Address: Law Offices of Martin H. Scher
One Old Country Road, Suite 385
Carle Place, NY 11514

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Martin H. Scher
Title: Attorney
Address: One Old Country Road, Suite 385
Carle Place, NY 11514

Ph. Number: 516-746-5040

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Mallinckrodt Baker, Inc. *
formerly known as J.T. Baker Chemical Company

3/11/04
Date

Signature:
Name (print): Russ Girino
Title: Vice President
Address: 675 McDonnell Blvd.
Hazelwood MO 63042

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Patricia Hitt Duft
Title: Vice President, Legal
Address: Mallinckrodt Inc.
675 McDonnell Blvd.
Hazelwood MO 63042
Ph. Number: 314-654-6314

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Manor Care of America, Inc. *

3/22/04
Date

Signature: R. Jeffrey Bixler
Name (print): R. Jeffrey Bixler
Title: Vice President
Address: 333 N. Summit St.
Toledo, OH 43604

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company
Title:
Address: 1209 Orange Street
Wilmington, DE 19801

Ph. Number: 866-809-1134

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Manor Care Health Services, Inc. *

3/22/04
Date

Signature: R. Jeffrey Bixler
Name (print): R. Jeffrey Bixler
Title: Vice President
Address: 333 N. Summit St.
Toledo, OH 43604

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company
Title:
Address: 1209 Orange Street
Wilmington, DE 19801

Ph. Number: 866-809-1134

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Marisol, Inc. *

3/12/04
Date

Signature: James R Nerger
Name (print): James R. Nerger
Title: President
Address: 213 W. Union Ave.
Bound Brook, NJ 08805

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Warren W. Faure, Esq.
Title: General Counsel
Address: Marisol, Inc.
213 W. Union Ave.
Bound Brook, NJ 08805
Ph. Number: (732) 469-5100

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Merck + Co., Inc. *

3/12/04
Date

Signature:
Name (print): Christine M Stuehrk
Title: Counsel
Address: PO Box 200
Two Merck Drive
Whitehouse Station, NJ
08889

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Corporation Trust Co.
Title:
Address: 820 Bear Tavern Rd.
Suite 305
West Trenton NJ 08628
Ph. Number: ~~609-633-8296~~
609-538-1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Monroe Chemical, Inc. *
a former subsidiary of
Kalama Chemical, Inc.

5-20-04
Date

Signature: Mark Latham
Name (print): Mark A. Latham
Title: Counsel
Address: 191 N. Wacker Drive
Suite 3700
Chicago, IL 60606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Mark A. Latham,
Title: Counsel
Address: Gardner Carton & Douglas LLP
191 N. Wacker Drive - Suite 3700
Chicago, IL 60606
Ph. Number: (312) 569-1000

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Nepera, Inc. *

March 22, 2004
Date

Signature: Peter E. Thauer
Name (print): Peter E. Thauer
Title: Vice President
Address: c/o Cambrex Corporation
One Meadowlands Plaza
East Rutherford, NJ 07073

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Mary E. Fletcher
Title: Counsel
Address: Nepera, Inc.
c/o Cambrex Corporation
One Meadowlands Plaza, East Rutherford, NJ 07073
Ph. Number: 201-804-3043

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR New England Laminates Co., Inc. *

March 17, 2004
Date

Signature:
Name (print): John Jungebloed
Title: President
Address: 40 Governor Drive
Newburgh, NY 12550

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Robert M. Carmen, Esq.
Title: Jenkens & Gilchrist Parker Chapin LLP
Attorneys for New England Laminates Co., Ir
Address: 405 Lexington Avenue
New York, NY 10174

Ph. Number: (212) 704-6311

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Northrop Grumman Systems Corporation*
for Grumman Corporation

3/18/04
Date

Signature:
Name (print): JOHN H MULEAN
Title: SECRETARY
Address: 1840 CENTURY PK. E
Los Angeles CA 90067

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company
Title:
Address: 820 Bear Tavern Road
West Trenton, NJ
08628
Ph. Number: 609-538-1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Northrop Grumman Systems Corporation *
for Litton Industries, Inc. / Fitchburg Coated Products

3/18/04
Date

Signature: _____
Name (print): John H Hullow
Title: Secretary
Address: 1840 Century Pk. E.
Los Angeles, CA 90067

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company
Title:
Address: 820 Bear Tavern Road
West Trenton, N.J.
08628
Ph. Number: 609-538-1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Occidental Chemical Corporation *
(as successor by merger to Diamond Shamrock Chemicals Company f/k/a Diamond Shamrock Corporation f/k/a Diamond Alkali)

March 17, 2004
Date

Signature: [signature]
Name (print): Scott A. King
Title: Vice President & General Counsel
Address: 5005 LBJ Freeway
Dallas, Texas 75244

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Sara R. Galley, Esq.
Title:
Address: MAXUS Energy Corporation
1330 Lake Robbins Dr., Ste 300
The Woodlands, Texas 77380
Ph. Number: 281-681-7205

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR PAXAR CORPORATION*
INNOVative Plastics Corporation,
Packaging Systems Corporation.

3-19-04
Date

Signature: [signature]
Name (print): Robert S. Stone
Title: Vice President
Address: 105 Corporate Park Drive
White Plains, NY 10604

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): same as above
Title:
Address:

Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

FAX TO 609-799-7000

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Permacel, A Nitto Denko Company *

6-24-04
Date

Signature: Remy M. Quinones

Name (print): Remy M. Quinones, Esq.

Title: General Counsel & Corporate Secretary

Address: Permacel
621 U.S. Highway No. 1
P.O. Box 671
New Brunswick, NJ 08903

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Trisha L. Smith, Esq.

Title: Counsel to Permacel

Address: c/o Tannenbaum Helpern Syracuse & Hirschtritt LLP
900 Third Avenue, New York, NY 10022

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*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: Pfizer ~~Corporation~~ Inc. *

Date

Signature: Carol A. Casazza

Name (print): Carol A. Casazza Herman

Title: Assistant General Counsel/Sr. Director

Address: 235 E. 42nd Street
New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

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Title: Member

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One Riverfront Plaza
Newark, NJ 07102-5497

Ph. Number: 973-596-4757

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Pharmacia Corporation (Wholly owned subsidiary of Pfizer Inc)

Date

Signature: Carol A Casazza

Name (print): Carol A. Casazza Herman

Title: Assistant General Counsel/Sr. Director Pfizer Inc

Address: 235 East 42nd Street
New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Corporation Trust Company

Title:

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West Trenton, NJ 08628

Ph. Number: 609 538 1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Portfolio One, Inc. (as successor to Almo Tank Cleaning and Maintenance Co.; Almo Anti-Pollution Services Corp.; Chemlime, Corp.)*

Date

Signature: R Jeffrey Bixler
Name (print): R. JEFFREY BIXLER
Title: VICE PRESIDENT
Address: 333 N. SUMMIT ST.
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*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: Revlon Consumer Products Corporation*

3-15-04
Date

Signature: [signature]
Name (print): Kenneth Ippolito
Title: Vice President - Domestic Counsel
Address: 237 Park Avenue, 14th Floor
New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Kenneth Ippolito
Title: Vice President - Domestic Counsel
Address: 237 Park Avenue, 14th Floor
New York, NY 10017

Ph. Number: 212-527-5647

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR ROCHE VITAMINS INC. *

Date

Signature:

Name (print): FREDERICK C. KENTZ III

Title: SECRETARY

Address: 340 KINGSLAND STREET
NUTLEY, NEW JERSEY 07110

Apprv'd As To Form
LAW DEPT.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

By

Name (print): JOHN D. ALEXANDER, ESQ.

Title: ASSISTANT GENERAL COUNSEL

Address: HOFFMANN-LA ROCHE INC.
340 KINGSLAND STREET
NUTLEY, NEW JERSEY 07110

Ph. Number: 973-235-3447

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Rohm and Haas Company*

3-24-04
Date

Signature: Audrey C Friedel
Name (print): Audrey C. Friedel
Title: Of Counsel
Address: Rohm and Haas Company
100 Independence Mall West
Phila Pa 19106

Agent Authorized to Accept Service on Behalf of Above-signed Party:

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Title: Of Counsel
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Ph. Number: 215-592-6995

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Schenectady International, Inc.* (Schenectady Chemicals, Inc. predecessor company)

March 10, 2004
Date

Signature: [signature]
Name (print): Charles Griswold
Title: President and Chief Operating Officer
Address: Schenectady International, Inc.
2750 Balltown Road
Schenectady, New York 12309-1006

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): same as above
Title:
Address:

Ph. Number

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR SEAGRAVE COATINGS CORP. (NJ) *
AKA. CHEMWAY COATINGS CORP.

3/2/04
Date

Signature: _____
Name (print): PETER TEPPERMAN
Title: CEO
Address: 320 PATERSON PLANK RD.
CARLSTADT, NJ 07072

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: _____

Ph. Number: _____

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR SIEGFRIED (USA), INC *

3/19/04
Date

Signature: [signature]
Name (print): THOMAS G. STRAUSS
Title: OFFICER
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PENNSVILLE, NJ 08070

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Ph. Number: 617-426-3900

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

Simon Wrecking Company, Inc.
FOR Simon Resources, Inc. *
Mid-State Trading Co.

3/15/04
Date

Signature: Samuel Simon
Name (print): Samuel Simon
Title: President
Address: Simon Resources, Inc.
P.O. Box 3275
Williamsport, PA 17701

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Sharon O. Morgan, Esq.
Title:
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Ph. Number: 856-429-5507

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR SmithKline Beecham Corporation d/b/a GlaxoSmithKline *

3/15/04
Date

Signature: Donald F. Parman
Name (print): Donald F. Parman
Title: Vice President & Secretary
Address: GlaxoSmithKline
200 North 16th Street
Philadelphia, PA 19102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Paul R. Noll
Title: Vice President, Legal Ops-GMS
Address: GlaxoSmithKline
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~~Philadelphia, PA 19102~~
Ph. Number: 215-751-7059

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Technical Coatings Co. *

March 8, 2004
Date

Signature: [signature]
Name (print): Donald E. Devine, II
Title: Vice President and Treasurer
Address: 51 Chestnut Ridge Road
Montvale, NJ 07645

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): JoAnn Glaccum
Title: Secretary
Address: 51 Chestnut Ridge Rd.
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Ph. Number: 201-573-9600

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR The Continental Group, Inc. *

3/23/04
Date

Signature: Terrence Dwyer
Name (print): Terrence Dwyer, Esq.
Title: Counsel
Address: Dwyer, Golub & Isabel
16 Furler Street
P.O. Box 437
Totowa, NJ 07512

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Terrence Dwyer, Esq.
Title: Counsel
Address: Dwyer, Golub & Isabel
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*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR The Dow Chemical Company*

10 Mar 04
Date

Signature: Sandi VanWormer
Name (print): Sandi VanWormer
Title: Attorney
Address: 2030 Dow Center
8th Floor Legal Department
Midland, MI 48640

Agent Authorized to Accept Service on Behalf of Above-signed Party:

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Bingham Farms, MI 48025
Ph. Number: 800 241 6733 x-3113

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR The Dow Chemical Company*
for Dowell Industrial Services

10 Mar 04
Date

Signature: Sandi VanWormer
Name (print): Sandi VanWormer
Title: Attorney
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8th Floor Legal Department
Midland, MI 48640

Agent Authorized to Accept Service on Behalf of Above-signed Party:

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Ph. Number: 800 241 6733 x-3113

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR The Warner Lambert Company LLC *
(Wholly owned subsidiary of Pfizer Inc)

Date

Signature: Carol A Casazza
Name (print): Carol A. Casazza Herman
Title: Assistant General Counsel/Sr. Director
Address: 235 E. 42nd Street
New York, NY 10017

Pfizer Inc

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): John H. Klock
Title: Member
Address: Gibbons, Del Deo, et als.
One Riverfront Plaza
Newark, NJ 07102-5496
Ph. Number: 973-596-4757

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR UNION CARBIDE CORPORATION * cb

3-19-04
Date

Signature: Duncan A Stuart
Name (print): Duncan A. Stuart
Title: Vice President & General Counsel
Address: 2030 Dow Center
Midland, MI 48674

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Claudia Saari
Title: Sr. Customer Specialist
Address: CT Corporation System
30600 Telegraph Road (Ste 3275)
Bingham Farms, MI 48025
Ph. Number: 800-241-6733, x-3113

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR United Technologies Corporation *
on behalf of Inmont Corporation

3/22/04
Date

Signature: W. F. Leikin
Name (print): William F. Leikin
Title: Assistant General Counsel
Address: United Technologies Corporation
One Financial Plaza
Hartford, CT 06101

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): William F. Leikin
Title: Assistant General Counsel
Address: United Technologies Corporation
One Financial Plaza
Hartford, CT 06101
Ph. Number: 860-728-6430

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR VIACOM Inc. *

3/15/04
Date

Signature:
Name (print): ERIC J. SOBCZAK
Title: V.P., Assoc. General Counsel
Address: 11 Stanwix St.
Pgh., PA 15222

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Michele M. Gutman
Title: Attorney
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Two Gateway Center, Pittsburgh, PA 15222
Ph. Number: 412 394-5425

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

On behalf of itself, CBS Corporation (f/k/a Westinghouse Electric Corporation), successor by corporate merger to CBS Inc.

DECLARATION STATEMENT

SITE NAME AND LOCATION

Scientific Chemical Processing(EPA ID# NJD070565403) Carlstadt Township, Bergen County, New Jersey, Operable Unit 2

STATEMENT OF BASIS AND PURPOSE

This decision document presents the Selected Remedy for the contaminated soil on the Scientific Chemical Processing Site located in Carlstadt Township, Bergen County, New Jersey. The Selected Remedy was chosen in accordance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan. This decision is based on the Administrative Record file for the site.

The State of New Jersey concurs with the Selected Remedy.

ASSESSMENT OF THE SITE

The response action selected in this Record of Decision is necessary to protect public health or welfare or the environment from actual or threatened release of hazardous substances from the site into the environment.

DESCRIPTION OF THE SELECTED REMEDY

The Selected Remedy described in this document involves the remediation of an area of highly-contaminated sludge on the site ("Hot Spot" Area) and improvements to the existing interim remedy for the remainder of the Fill Area. The Fill Area includes all soils, sludges and groundwater above the shallow clay layer and inside the existing containment slurry wall. Construction of the interim remedy was completed in 1992 pursuant to a 1990 Record of Decision. Additional remedial actions are planned to address contaminated groundwater outside the Fill Area and sediments within Peach Island Creek.

The major components of the Selected Remedy follow:

- Air stripping of the Hot Spot area until levels of volatile organic compounds (VOCs) are reduced to whichever is more stringent: 90 percent lower than current levels, the average VOC levels in the Fill Area outside the Hot Spot (i.e, 1000 ppm), or to a level where interference with stabilization will not occur. VOCs released during treatment will be collected and treated on site, or adsorbed to assure no negative impacts to the surrounding community.

alternative treatment or resource recovery technologies to the maximum extent practicable.

Part 2: Statutory Preference for Treatment

The Selected Remedy satisfies the statutory preference for treatment as a principal element of the remedy.

Part 3: Five-Year Review Requirements

The Selected Remedy allows hazardous substances, pollutants or contaminants to remain at this site above levels which would allow for unlimited use and unrestricted exposure. Pursuant to CERCLA Section 121 (c), EPA is required to conduct five-year reviews of the remedies selected at this site. The first five-year review was completed on September 30, 1998. This decision document reviewed the remedy selected in the 1990 Record of Decision, designated the first operable unit (OU1), and subsumes and replaces it with a final on-site remedy, designated OU2. This Record of Decision constitutes the second five-year review of the site. As indicated elsewhere, this remedy is expected to be protective of human health and the environment when it is fully implemented. The next five-year review will be conducted within five years of the date of this Record of Decision.

Since the remedy selected in this decision document has not been implemented and the remedy for groundwater and off-site contamination (designated OU3) has not been selected, the exposure pathways that could result in unacceptable risks are being controlled by measures which limit current property and groundwater uses.

ROD DATA CERTIFICATION CHECKLIST

The following information is included in the Decision Summary section of this Record of Decision. Additional information can be found in the Administrative Record file for site.

- Chemicals of concern and their respective concentrations may be found in the "Summary of Site Characteristics" section.
- Baseline risk represented by the chemicals of concern may be found in the "Summary of Site Risks" section.
- A discussion of source materials constituting principal threats may be found in the "Principal Threat Waste" section.

DECISION SUMMARY

Operable Unit Two

Scientific Chemical Processing Site

Carlstadt, Bergen County, New Jersey

United States Environmental Protection Agency

Region II

July 2002

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SITE NAME LOCATION AND DESCRIPTION

The six-acre Scientific Chemical Processing (SCP) Site is located at 216 Paterson Plank Road in Carlstadt, New Jersey. The Site is a corner property, bounded by Paterson Plank Road on the south, Gotham Parkway on the west, Peach Island Creek on the north and an industrial facility on the east (Figure 1). The land use in the vicinity of the Site is classified as light industrial by the Borough of Carlstadt. The establishments in the immediate vicinity of the Site include a bank, stables, warehouses, freight carriers, and service sector industries. There is a residential area located approximately 6,000 feet northwest of the Site.

SITE HISTORY AND ENFORCEMENT ACTIVITIES

Early Operations

The land on which the SCP Site is located was purchased in 1941 by Patrick Marrone who used the land for solvent refining and solvent recovery. Mr. Marrone eventually sold the land to a predecessor of Inmar Associates, Inc. Aerial photographs from the 1950s, 1960s and 1970s indicate that drummed materials were stored on the Site. On October 31, 1970, SCP Inc. leased the Site from Inmar Associates. SCP used the Site for processing industrial wastes from 1971 until the company was shut down by court order in 1980.

While in operation, SCP received liquid byproduct streams from chemical and industrial manufacturing firms, then processed the materials to reclaim marketable products, which were sold to the originating companies. In addition, liquid hydrocarbons were processed to some extent, then blended with fuel oil. The mixtures were typically sold back to the originating companies, or to cement and aggregate kilns as fuel. SCP also received other wastes, including paint sludges, acids and other unknown chemical wastes.

Site Discovery, State and Federal Response Actions

In 1983, the Site was placed on the National Priorities List (NPL). Between 1983 and 1985, the New Jersey Department of Environmental Protection (NJDEP) required the site owner to remove approximately 250,000 gallons of wastes stored in tanks, which had been abandoned at the Site.

In May 1985, EPA assumed the lead role in the response actions, and issued notice letters to over 140 Potentially Responsible Parties (PRPs). EPA offered the PRPs an opportunity to perform a

Remedial Investigation and Feasibility Study (RI/FS) for the Site. The purpose of an RI/FS is to determine the nature and extent of a site's contamination, and then to develop remedial alternatives which address that contamination. In September 1985, EPA issued Administrative Orders on Consent to the 108 PRPs who had agreed to conduct the RI/FS. Subsequently, in October 1985, EPA issued a Unilateral Order to 31 PRPs who failed to sign the Consent Order. The Unilateral Order required the 31 PRPs to cooperate with the 108 consenting PRPs on the RI/FS. In the fall of 1985, EPA also issued an Administrative Order to Inmar Associates, requiring the company to remove and properly dispose of the contents of five tanks containing wastes contaminated with polychlorinated biphenyls (PCBs) and numerous other hazardous substances.

Inmar removed four of the five tanks in 1986. The fifth tank was not removed at the time due to the high levels of PCBs and other contaminants found in that specific tank, and the unavailability of disposal facilities capable of handling those wastes. The fifth tank and its contents were subsequently removed and disposed of by the PRPs in February 1998.

The PRPs initiated the RI/FS in April 1987. In March 1990, a final RI was completed. The RI focused on the most heavily contaminated zone at the Site which included the contaminated soils, sludges and shallow groundwater down to the clay layer (hereinafter, this zone will be referred to as the "Fill Area"). The RI also collected data from the deeper groundwater areas. The deeper areas consist of the till aquifer, which lies just under the Fill Area's clay layer, and the bedrock aquifer which underlies the till aquifer. Groundwater within both the till aquifer and bedrock aquifer was found to be contaminated with site-related compounds. The RI also found that the adjacent Peach Island Creek's surface water and sediments were impacted by contaminants similar to those found in the Fill Area.

Prior to issuing a final RI, an FS was completed in 1989. Based on data from the draft RI, the FS analyzed alternatives for the Fill Area groundwater and sludge/soils. The alternatives analyzed included the combined use of a slurry wall, dewatering, caps, vacuum extraction and in-situ stabilization technologies. The results of the FS indicated that, although there seemed to be several potential methods or combinations of methods to remedy the Fill Area soil and sludges, there were uncertainties regarding the relative effectiveness of the various technologies. Consequently, EPA made a decision that treatment alternatives needed further assessment. In the meantime, interim measures were necessary to contain and prevent exposure to the Fill Area

contaminants. Therefore, based on the findings of the RI and FS, a Record of Decision (ROD) for an interim remedy for the Fill Area was issued by EPA in September 1990.

Operable Unit 1 Remedy

EPA typically addresses sites, particularly the more complex ones, in separate phases and/or operable units. In developing an overall strategy for the SCP Site, EPA has identified the interim Fill Area remedy as Operable Unit 1 (OU1), the final Fill Area remedy as OU2, and the groundwater/Peach Island Creek remedy as OU3.

As stated previously, EPA issued a ROD on September 14, 1990 describing the selection of an interim remedial action for the Fill Area to prevent exposure to site soils and prevent the contaminated groundwater within the Fill Area from migrating off the property. The interim remedy was constructed from August 1991 through June 1992 by the PRPs for the Site pursuant to a Unilateral Administrative Order, dated September ~~28~~, 1990, and consists of the following:

1. A lateral containment wall comprised of a soil-bentonite slurry with an integral high density polyethylene (HDPE) vertical membrane which is keyed into the clay layer and circumscribes the property;

2. A sheet pile retaining wall along Peach Island Creek. The retaining wall was installed to facilitate construction of the slurry wall. Regular monitoring has shown that the retaining wall has remained stable since completion of the slurry wall installation;

3. A horizontal infiltration barrier consisting of high density polyethylene covering the property;

4. An extraction system for shallow groundwater consisting of seven (since reduced to five) wells screened in the Fill Area, which discharge to an above-ground 10,000 gallon tank via above-grade pipes. The water from the tank is disposed of off-site;

5. A chain link fence which circumscribes the property; and

6. Quarterly (since made annual) groundwater monitoring for metals and organics. Operation and Monitoring reports on the current conditions at the Site are submitted to EPA on a monthly basis.

The interim remedy has effectively mitigated the risks from direct contact with Fill Area contamination and the spread of Fill Area contamination since its implementation in 1992.

Operable Unit 2 and Operable Unit 3 Remedy

While implementing the interim remedy (i.e., OU1), EPA continued to oversee additional RI/FS work which would provide information to prepare Records of Decision for OU2 and OU3. In March 1994, the PRPs presented to EPA nine remedial technologies which the PRPs considered potentially applicable to the Site. In December of that year, EPA requested that the PRPs further review and reduce the list of potential technologies. In 1995, the PRPs submitted a Focused Feasibility Study Workplan (FFS) to evaluate both the groundwater contamination (to be addressed in OU3) and the following reduced list of remedial technologies for the Fill Area; 1) containment; 2) "Hot Spot" removal; 3) stabilization; 4) bioremediation; and 5) thermal desorption.

The FFS identified a number of severe limitations and complex issues associated with the site-wide ex-situ remedial options, including difficulties associated with the large amount of massive construction and demolition debris contained within the Fill Area. These findings are presented in detail in the 1997 Focused Feasibility Investigation Workplan (FFSI). The FFSI established the following working definition for the "Hot Spot" area:

- An area where, if chemical constituents were removed and/or treated, the site-wide risk would be reduced by over an order of magnitude; and

- An area small enough to be considered separately from remediation of the entire Fill Area.

Based on previous findings, it was determined that sludge in one portion of the Fill Area fit the definition of "Hot Spot" (see Figure 2). The FFSI also determined that treatability studies were necessary to determine the best in-situ methods to address this Fill Area sludge (i.e., the Hot Spot area). In 1998, the PRPs submitted a Treatability Testing Workplan to test these technologies. The results of the testing were submitted to EPA in the July 2000 Treatability Study Final Report.

Additional groundwater and surface water sampling will continue to be conducted in preparation for the development of remedial alternatives for groundwater contamination and Peach Island Creek. Based on the existing information relating to the Fill

Area, EPA has elected to move forward with the permanent remedy for OU2 independent of the OU3 remedy, which will be the subject of a future ROD. Thus, the following summary focuses on the OU2 efforts.

HIGHLIGHTS OF COMMUNITY PARTICIPATION

The Proposed Plan and the supporting documentation for OU2 were released to the public for comment on August 15, 2001. These documents were made available to the public at the EPA Administrative Record File Room, 290 Broadway, 18th Floor, New York, NY; and at the William E. Demody Free Public Library, 420 Hackensack St, Carlstadt, NJ.

On August 15, 2001, EPA issued a notice in the Bergen County Record, which contained a summary of EPA's Proposed Remedy for OU2 and information relevant to the public comment period for this site, including the duration of the comment period, the date of the public meeting and the availability of the administrative record. The public comment period began on August 15, 2001 and initially ended on September 15, 2001, but was extended through a public notice in the Bergen County Record through October 25, 2001. The extension was given to allow mail which may have been lost or delayed due to events on September 11, 2001 to be re-submitted. A public meeting was held on August 23, 2001, at the Carlstadt Borough Hall located at 500 Madison St., Carlstadt, NJ. The purpose of the meeting was to inform local officials and interested citizens about the Superfund process, to discuss the Proposed Plan, to receive comments on the Proposed Plan, and to respond to questions from area residents and other interested parties. In general, the public supported the Agency's proposed remedy, Alternative SC-5; Air Stripping, Capping, Solidification/ Stabilization and Shallow Groundwater Collection. Responses to comments received at the public meeting and in writing during the public comment period are included in the Responsiveness Summary (Appendix V).

SCOPE AND ROLE OF RESPONSE ACTION

As with many Superfund sites, the problems at the SCP Site are complex. As a result, EPA has organized the work into three distinct phases or operable units. The name of each operable unit and the portions of the Site that each operable unit includes are listed below:

- Operable Unit 1: Fill Area, interim remedy.
- Operable Unit 2: Fill Area, permanent remedy.

- Operable Unit 3: Groundwater contamination outside the defined Fill Area and the Peach Island Creek.

OU2, the subject of this ROD, addresses the Fill Area contaminants. As indicated in the 1990 OU1 ROD, the interim remedy will be a key component of the OU2 final Fill Area remedy.

SUMMARY OF SITE CHARACTERISTICS

The results of the RI indicate that the Site stratigraphy consists of the following units, in descending order with depth: earthen fill material (average thickness of approximately 8.4 feet across the Site); peat (thickness ranging from 0 to approximately 1.8 feet across the Site); gray silt (average thickness ranging from 0 to 19 feet across the Site); till (consisting of sand, clay and gravel, average thickness of approximately 20 feet across the Site); and bedrock.

The Site is underlain by three groundwater units which are described as the "shallow aquifer," the "till aquifer" and the "bedrock aquifer" in descending order with depth. The natural water table is found in the shallow aquifer at a depth of approximately two feet below the land surface. The till aquifer consists of the water-bearing unit between the clay and the bedrock. The bedrock aquifer is the most prolific of the three aquifers and is used regionally for potable and industrial purposes. Results of hydrogeologic tests conducted during the RI indicate that the three aquifers are hydraulically connected. Chemical analyses of groundwater from the three aquifers provide further support to this finding. Specifically, chemical data collected during the RI demonstrated that contaminants, including chloroform, 1,2-dichloroethane, and vinyl chloride from the shallow aquifer have migrated across the clay-silt layer into the till and bedrock aquifers.

Physical Characteristics

Test pit and boring investigations conducted during the RI defined the Fill Area. Twenty-three test pits were dug and thirty-one soil borings were taken. In addition, eighteen soil borings were collected around the perimeter of the Site as part of the OU1 slurry wall design investigation. Based on these data, the following conclusions can be drawn:

1) The Fill Area material consists of a variety of construction and demolition (C&D) debris including large blocks of reinforced concrete and rock, steel

beams, timber, stumps, scrap metal, fencing, piping, cable, brick, ceramic, concrete masonry block, rock/concrete rubble, etc. Finer-grained materials such as sands, gravels, silts, clays, and sludge-like material were identified mixed within the C&D debris.

2) Based on a review of the Test Pit Study Report and photographs of subsurface material, an estimated 60% of the material is C&D debris and the remaining material consists of finer-grained particles mixed with the C&D debris.

Chemical Characteristics

During the RI, numerous chemical constituents were detected in the Fill Area material, including volatile organic compounds (VOCs) such as benzene, tetrachloroethylene and toluene; semi-volatile organic compounds (SVOCs) (generally polynuclear aromatic hydrocarbons); a small number of pesticides such as aldrin and dieldrin; PCBs; and metals such as copper and lead. For a list of the chemicals of concern for OU2 and their respective maximum concentrations, please see Table 2.

Sludge Area Investigation

An investigation of a portion of the Fill Area was conducted pursuant to the 1997 FFSI Work Plan and was designed to gather data on the nature and extent of contaminated sludge in the vicinity of one of the RI's borings, namely boring B-1 (see Figure 2). This sludge area was later determined to meet the definition of a Hot Spot. Therefore, the terms "sludge area" and "Hot Spot" will be used interchangeably through the remainder of this ROD. The results of the FFSI are presented in the 1997 FFSI Report. In summary, the investigation confirmed the presence of a discrete area of sludge in the eastern portion of the Site with the following characteristics:

- The sludge area is approximately 4,000 square feet in areal extent and consists predominately of sludge material and fine-grained soil with little debris. A surficial layer of fill, approximately 0.5 to 8 feet thick, overlies the sludge and, based on an average thickness of 10 feet, the volume of sludge is approximately 1,480 cubic yards.

- The levels of contaminants for the sludge area include the highest VOC (e.g., tetrachloroethylene at 4,290 parts per million (ppm) and toluene at 3,380 ppm) and PCB (e.g.,

Arochlor 1242 at >15,000 ppm) concentrations detected anywhere on the SCP property.

The contaminated soils and sludges in the Fill Area are considered to be "principal threat wastes" as the chemicals of concern are found at concentrations that pose a potential significant risk. The risk from the sludges in the Hot Spot Area are significantly higher than the remainder of the Site. In addition, the contaminants demonstrated a potential for off-site migration through surface water runoff, prior to placement of the interim cap.

CURRENT AND POTENTIAL FUTURE SITE AND RESOURCE USES

Land Use:

The land use at the Site and in the vicinity of the Site is classified as light industrial by the Borough of Carlstadt. The establishments in the immediate vicinity of the Site include a bank, horse stables, warehouses, freight carriers, and service sector industries. There is a residential area located approximately 6,000 feet northwest of the Site.

Groundwater Uses:

The natural water table is found in the shallow aquifer at a depth of approximately two feet below the land surface. The till aquifer consists of the water-bearing unit between the clay and the bedrock. The bedrock aquifer is the most prolific of the three aquifers and is used regionally for potable and industrial purposes. Results of hydrogeologic tests conducted during the RI indicate that the three aquifers are hydraulically connected. Chemical analyses of groundwater from the three aquifers provide further support for this finding. Specifically, chemical data collected during the RI demonstrated that contaminants including chloroform, 1,2-dichlorethane, and vinyl chloride from the shallow aquifer have migrated across the clay layer into the till and bedrock aquifers.

SUMMARY OF SITE RISKS

Human Health Risk Assessment

A baseline human health risk assessment (HHRA) was conducted to evaluate the potential for current and future impacts of site-related contaminants on receptors at the Site. Receptors include: current/future adult on-site and off-site workers; future construction workers; future adolescent trespassers; future off-

site workers; and future adult and child off-site residents (see Table 1). Baseline conditions exclude consideration of the current interim remedial action already in place and institutional controls. Under baseline conditions, the human health cancer risks and non-cancer health hazards are unacceptable. The HHRA supports the decision for taking remedial action at the Site.

The site-specific HHRA evaluated both cancer risks and non-cancer health hazards from exposure to contaminants at the Site. In 1990, as part of the RI/FS, EPA conducted a baseline HHRA for the Site to determine the potential current and future effects of contaminants on human health. The toxicity data, exposure assumptions and the risk characterization were updated in July 2000 to reflect more recent toxicity values and exposure assumptions. The calculated cancer risks and non-cancer health hazards presented in this Record of Decision reflect the values presented in the July 2000 update. The conclusions from this revised HHRA do not change the conclusions from the original analysis, i.e., the cancer risks and non-cancer health hazards to the on-site worker and construction worker are unacceptable.

Since the original HHRA was conducted in 1990, there has been an interim remedy constructed which eliminates direct contact with contaminated soil and any potential releases of contaminated soil into the air. The interim remedy also contains contaminated groundwater in the Fill Area. These actions reduce potential exposures and ultimately the cancer risks and non-cancer health hazards to impacted receptors. The updated baseline HHRA of July 2000 focused on health effects from exposure in the absence of this interim remedy by assuming the potential use of the shallow aquifer for drinking water consumption. This approach, therefore, may overestimate cancer risks and non-cancer health hazards based on the current interim remedy already in place to prevent exposure and the fact that groundwater from the shallow aquifer is not currently used for drinking water purposes. In accordance with EPA's policies, based on the classification of the shallow groundwater by the New Jersey Department of Environmental Protection as a potable drinking water source, an assessment of potential use of the shallow groundwater was performed to determine the extent of cancer risks and non-cancer health hazards posed by this groundwater in the absence of remedial action.

Table 2 lists the chemicals of concern evaluated at the Site and frequency of detection. Tables 3 and 4 list the toxicity information for the chemicals of concern; i.e., cancer weight of evidence and cancer slope factor and non-cancer reference doses. Other contaminants of concern at the Site which exceeded EPA's goals for protection, which are one-in-a-million excess cancer risk

and non-cancer health hazard index of 1.0, are provided for each receptor and chemical of concern in Tables 5 and 6 respectively. The cancer risks and non-cancer health hazards exceed Superfund's goal for protection at the Site for the trespasser and the worker scenarios. The HHRA found the principal contaminants of concern based on cancer risks and non-cancer health hazards are PCBs.

Cancer risks and non-cancer health hazards were calculated based on an estimate of the reasonable maximum exposure (RME) expected to occur under current and future conditions at the Site in the absence of any remedial actions, including the current interim action. The RME is defined as the highest exposure that is reasonably expected to occur at a Site. EPA also estimated cancer risks and non-cancer health hazards based on central tendency (CT), or average exposures at the Site in the absence of remedial action. The following discussion summarizes the HHRA with respect to the basic steps of the Superfund HHRA process: 1) Data Collection and Analysis, 2) Exposure Assessment, 3) Toxicity Assessment and 4) Risk Characterization.

Data Collection and Analysis

The HHRA updated the 1990 baseline human health risk assessment as part of the RI/FS, using the maximum concentrations of PCBs and other contaminants of concern in soil and groundwater. The HHRA also modeled concentrations of contaminants of concern in air impacting off-site residents and workers. The information on concentrations in the media to which people may be exposed are then combined with information on exposure (see Section 8.1.2) frequency and duration of exposure to calculate cancer risks and non-cancer health hazards.

Chemicals of Concern (Table 1): Total PCBs, a number of metals and several organic compounds in soils and the groundwater directly under the Site were identified as chemicals of concern. They pose the greatest potential cancer risk and non-cancer health hazards to humans at the Site. PCBs were found in Fill Area soils at a maximum concentration of 15,100 mg/kg (ppm) in surface soil, 400 ppm in soils 4 to 6 feet deep, 1,400 ppm in soils 6 to 8 feet deep, and 1,300 ppm in the deeper Fill Area soils. PCBs were also found in the shallow groundwater at concentrations of 17 ppm. PCBs are a group of 209 individual chlorinated biphenyls compounds (known as congeners) with varying health effects. PCBs are classified by EPA as probable human carcinogens. Some PCBs also have non-cancer health effects, based on animal studies, including reduced birth weight and impacts on the immune system.

VOCs were found in the soils and the groundwater within the shallow

watertable aquifer. Maximum total VOC concentrations in the Fill Area soils were 9,000 ppm at 2 to 4 feet deep, 29,200 ppm at 6 to 8 feet deep, and 36,000 ppm at 10 to 12 feet deep. The VOCs of concern and their toxicity information are provided in Table 2 through Table 4. In addition to carcinogenic potential, the chemicals listed in the tables may also cause non-cancer health effects including impacts on the liver and blood at high doses.

Metals found at the Site include arsenic and lead. Arsenic is a known human carcinogen, while lead is classified as a probable human carcinogen. Lead has been shown to cause neurotoxic effects in children.

The concentration of PCBs, and other chemicals identified above, in the environmental media at the point of potential human contact is referred to as the exposure point concentration (EPC). Estimates of the EPC represent the concentration term used in the exposure assessment component of the quantitative risk evaluation (Table 2). EPCs for PCBs and other chemicals are provided for soil and groundwater and estimated concentrations in air for the off-site worker and resident. The EPCs for PCBs in each of these media are generally based upon the maximum concentration from the 1990 sampling and modeled projections of future concentrations in air for the RME and CT individuals and are consistent with Hot Spot analyses.

Exposure Assessment

The exposure assessment evaluates exposure pathways by which people might be exposed to the contaminants of concern in different media (e.g., soil, groundwater, air). Factors relating to the exposure assessment include, but are not limited to, the concentrations that people might be exposed to and the potential frequency and duration of exposure.

Conceptual Site Model: Table 1 provides the rationale for inclusion or exclusion of significant exposure pathways. Based on the land-use, the cancer risks and non-cancer health hazards were evaluated for current/future adult on-site workers; future construction workers; future adolescent trespassers; future off-site workers; and future adult and child off-site residents. The HHRA did not evaluate consumption of contaminated groundwater by off-site residents based on the anticipated evaluation of this pathway during OU-3. Cancer risks and non-cancer health hazards to a young child (0-6 years of age) trespassing on the site were not evaluated based on the problems associated with access that would not permit this activity. It should be noted that the nearest off-site resident is currently about 6,000 feet from the Site and the

screening level analysis of this data indicates it is below levels of concern. The potential exposure pathways evaluated included: ingestion and dermal contact with contaminated surface and subsurface soils; inhalation of volatilized contaminants and dust, and ingestion of shallow on-site groundwater.

Exposed Populations: Potentially exposed populations include adults (over 18 years old) and adolescent trespassers (aged 7 to 18 years old). The standard EPA default factors were used for body weight (e.g., 15 kgs for a young child and 70 kgs for an adult) and standard default exposure factors were used for ingestion of soil, dermal contact, exposure frequency, and exposure duration in the calculation of cancer risks and non-cancer health hazards.

Toxicity Assessment

The toxicity assessment determines the types of adverse health effects associated with PCBs and other chemical exposures and the relationship between the magnitude of exposure (dose) and severity of adverse effects (response). Potential health effects for PCBs and other contaminants of concern include the risk of developing cancer over a lifetime. Other non-cancer health effects such as changes in the normal functions of organs within the body (e.g., changes in the effectiveness of the immune system) are also associated with PCB exposure based on animal studies. Non-cancer health effects associated with other contaminants of concern include effects on the liver, kidney, blood, reductions in birth weight, and effects on other organs.

Sources of Toxicity Information: The HHRA used the current consensus toxicity values for PCBs from EPA's Integrated Risk Information System (IRIS) in 2000 to evaluate the cancer risk and non-cancer health effects of PCBs and other chemicals. IRIS provides the primary database of chemical-specific toxicity information used in Superfund risk assessments. The HHRA used toxicity information for several chemicals from EPA's 1997 Health Effects Assessment Summary Tables where IRIS data was not available.

Cancer: EPA has determined that PCBs cause cancer in animals and probably cause cancer in humans (B2 classification or likely to cause cancer in humans). EPA's cancer slope factors (CSFs) for PCBs represent plausible upper bound estimates, which means that EPA is reasonably confident that the actual cancer risks will not exceed the estimated risks calculated using the CSF. For ingestion, CSFs of 2 $(mg/kg\text{-}day)^{-1}$ and 1 $(mg/kg\text{-}day)^{-1}$ were used for the RME and CT (average) exposure, respectively. For dermal and inhalation exposures, a CSF of 2 $(mg/kg\text{-}day)^{-1}$ was used with a

dermal absorption fraction of 14%, consistent with the IRIS chemical file recommendations. For inhalation, a CSF of 0.4 $(mg/kg\text{-}day)^{-1}$ was used. Table 3 summarizes the cancer toxicity information for the remaining Chemicals of Concern.

Non-Cancer Health Effects: Serious non-cancer health effects have been observed in animals exposed to PCBs. Studies of Rhesus monkeys exposed to PCBs indicate a reduced ability to fight infection and reduced birth weight in offspring exposed to PCBs *in utero*. Studies of non-cancer health effects, including effects observed in children of mothers who consume PCB-contaminated fish, are being evaluated by EPA as part of the Agency's IRIS process.

The chronic RfD represents an estimate (with uncertainty spanning perhaps an order of magnitude or greater) of a daily exposure level for the human population, including sensitive populations (e.g., children), that is likely to be without an appreciable risk of deleterious effects during a lifetime. Chemical exposures exceeding the RfD do not predict specific disease. For the ingestion pathway, the oral RfD for Aroclor 1254 of $2x10^{-5}$ mg/kg-day was used for the RME and CT (average) exposures consistent with the reported Aroclor mixtures (i.e., Aroclor 1248, 1254 and 1260). For reported concentrations of Arochlor 1242, the RfD for Aroclor 1016 was used based on similarities in congener patterns. Table 4 summarizes the RfDs, and target organs for the other chemicals of concern.

Risk Characterization

This final step in the HHRA combines the exposure and toxicity information to provide a quantitative assessment of Site cancer risks and non-cancer health hazards. Exposures are evaluated based on the potential risk for developing cancer and the potential for non-cancer health hazards.

Cancer Risks

Cancer risk is expressed as a probability. For example, a 10^{-4} cancer risk means a "one in 10,000 excess cancer risk," or an increased risk of an individual developing cancer of one in 10,000 as a result of exposure to site contaminants under the conditions used in the Exposure Assessment. Under the federal Superfund program, EPA's goal for protection is an excess cancer risk of 10^{-6} (1 in 1,000,000) or less for the Reasonable Maximum Exposure (RME) individual, and acceptable exposures are an individual lifetime excess cancer risk at or below the range of 10^{-4} to 10^{-6} (corresponding to a one in 10,000 to a one in 1,000,000 excess

cancer risk). NJDEP's acceptable risk level for carcinogens is $1x10^{-6}$.

Excess lifetime cancer risk is calculated from the following equation:

$$Risk = CDI \times CSF$$

where: Risk = a unit less probability (e.g., 1×10^{-3} of an individual developing cancer)
CDI = chronic daily intake averaged over 70 years (mg/kg-day)
CSF = Cancer Slope Factor, expressed as $(mg/kg\text{-}day)^{-1}$

At the SCP Site, cancer risks to the RME individual are above acceptable levels, as shown below in the table titled Point Estimate Cancer Risk Summary(see also Table 5). In addition, cancer risks to the average individual are above EPA's goal for protection of 1 in 1,000,000 and EPA's highest generally accepted risk level of 1 in 10,000 (see also Table 5).

Point Estimate Cancer Risk Summary

Pathway	CT (Average) Cancer Risk	RME Cancer Risk
Ingestion, Inhalation, and Dermal Contact with Surface Soil and Groundwater. Site Worker.	4.8 x 10E-02 (4.8 in 100)	2.6 x 10E-01 (2.6 in 10)
Ingestion and Dermal Contact with Subsurface Soil. Construction Worker	Not calculated due to lack of exposure information.	2.8 x 10E-03 (2.8 in 1,000)
Ingestion and Dermal Contact with Deep Subsurface Soil. Construction Worker	Not calculated due to lack of exposure information.	7.9 x 10E-06 (7.9 in 1,000,000)
Ingestion, Inhalation, and Dermal Exposure to Surface Soil. Adolescent Trespasser.	4.8 x 10E-04 (4.8 in 100,000)	2.5 x 10E-03 (2.5 in 1,000)

Non-Cancer Health Hazards

The potential for non-cancer health effects is evaluated by comparing an exposure level over a specified time period (e.g., 7 years) with an RfD derived for a similar exposure period. An RfD represents a level that an individual may be exposed to that is not expected to cause any deleterious effect. The ratio of exposure to toxicity is called a Hazard Quotient (HQ). An HQ less than 1 indicates that a receptor's dose of a single contaminant is less than the RfD, and that non-carcinogenic health effects from that chemical are unlikely. A Hazard Index (HI) represents the sum of the individual exposure levels for different chemicals with the

same target organ or mechanism of toxicity, and different media (e.g., soil, groundwater, air) compared to their corresponding RfDs. The key concept of a non-cancer HI is that a threshold level (measured as an HI of 1) exists below which non-cancer health effects are not expected to occur. Under the federal Superfund program, EPA's goal for protection for non-cancer health hazards is an HI less than 1 for the RME individual.

The HQ is calculated as follows:

Non-cancer HQ = CDI/RfD

where: CDI = Chronic daily intake (mg/kg-day)
RfD = Reference dose (mg/kg-day)

CDI and RfD are expressed in the same units and represent the same exposure period (i.e., chronic).

At the Site, non-cancer health hazards to the RME individual associated with ingestion of PCBs in soil and groundwater are above acceptable levels, as shown below (see also Table 6). In addition, non-cancer health hazards to the average (CT) individual are above generally acceptable levels of concern (see also Table 6).

Point Estimate Non-Cancer Risk Summary

Pathway	CT (Avg.) Non-Cancer HI	RME Non-Cancer HI
Ingestion, Inhalation, and Dermal Contact with Surface Soil and Groundwater. Site Worker.	3,102	5,042
Ingestion and Dermal Contact with Subsurface Soil. Construction Worker	Not calculated due to lack of exposure information.	31
Air (Modeled Concentration) Off-Site Worker.	< 1	< 1
Ingestion, Inhalation, and Dermal Exposure to Surface Soil. Adolescent Trespasser.	38	234

Uncertainty

The process of evaluating human health cancer risks and non-cancer health hazards involves multiple steps. Inherent in each step of the process are uncertainties that ultimately affect the final cancer risk and non-cancer health hazard estimates. Uncertainties may exist in numerous areas. Important sources of uncertainty in

the revised HHRA are as follows:

- PCB Toxicity. Toxicity values are inherently uncertain. EPA describes the uncertainty in the cancer toxicity values as extending in both directions (i.e., contributing to possible underestimate or overestimate of cancer potency factors). However, the Cancer Slope Factors (CSFs) were developed to represent plausible upper bound estimates, which means that EPA is reasonably confident that the actual cancer risk will not exceed the estimated risk calculated using the CSF. The CSFs used in the HHRA were peer-reviewed and supported by a panel of independent scientists and are the most current values recommended by EPA in IRIS.

  Non-cancer Toxicity Values for PCBs are also uncertain. The current oral RfDs for Aroclor 1016 and 1254, which were used in the revised HHRA, have uncertainty factors of 100 and 300, respectively. Since these RfDs were developed, a number of recent national and international studies have reported possible associations between developmental and neurotoxic effects in children from prenatal or postnatal exposures to PCBs. In light of these new studies, the current RfDs are currently being evaluated as part of the IRIS process and it would be inappropriate to prejudge the results of the IRIS evaluation at this time.

- Chemical Toxicity Information. Chemical toxicity values (i.e., CSFs, RfDs, and RfCs) were not available for a number of chemicals. Therefore, these chemicals were not quantitatively evaluated in the revised HHRA. This may result in a potential underestimate of cancer risks and non-cancer health hazards for the Site.

- Chemical Data. As described above, the data from the original HHRA were used in the revised HHRA to calculate cancer risks and non-cancer health hazards. Over time, there is a potential that chemical concentrations may be lower or that chemicals may have degraded to other chemicals. This may potentially overestimate or underestimate the cancer risks and non-cancer health hazards depending on the degree of change in concentration and the end-products of degradation.

  In addition, the analysis primarily used the maximum concentration found in soil and groundwater consistent with the approach used in the original HHRA and with the Hot Spot analysis conducted. If the 95% Upper Confidence Level (UCL) was used in the calculation of cancer risks and non-cancer

health hazards, the resulting assessment may have been lower but still unacceptable.

- Other Exposures. As mentioned earlier, risks associated with off-site ingestion of groundwater and impacts from the Peach Island Creek were not evaluated in the revised HHRA but will be considered in OU-3. Therefore, the cancer risks and non-cancer health hazards may be underestimated.

REMEDIAL ACTION OBJECTIVES

Remedial Action Objectives are specific goals to protect human health and the environment. These objectives are based on available information and standards such as applicable or relevant and appropriate requirements (ARARs). The Remedial Action Objectives for the OU2 Fill Area are to:

- Mitigate the direct contact risk and leaching of contaminants from soil, fill material and sludge into the groundwater;
- Reduce the toxicity and mobility of the Hot Spot contaminants via treatment;
- Provide hydraulic control of the shallow aquifer by maintaining an inward groundwater gradient; and
- Perform remediation in such a manner that may allow site re-use for certain limited commercial purposes.

DESCRIPTION OF REMEDIAL ALTERNATIVES

The remedial alternatives, which were developed during the Feasibility Study, are summarized below. Several of the remedial alternatives include common components. Alternatives SC-3, SC-4 and SC-5 include improving the existing interim containment remedy as a key remedial component. Also, treatment of the Hot Spot is a component of both SC-4 and SC-5.

Because implementation of all of the alternatives, except SC-2, would result in contaminants remaining on the Site at levels above those that would allow for unrestricted use, five-year reviews will be required in perpetuity. In addition, since soils will be left on-site above unrestricted use levels, and above "to be considered" criteria such as the New Jersey soil clean-up levels, all of the alternatives (with the exception of SC-2) would require some form of institutional controls (e.g., deed notice) in addition to the engineering controls described below. Note that the time frames

indicated for construction do not include the time for remedial design or the time to procure contracts.

Remedial alternatives for OU2 are presented below.

Alternative SC-1: No Action

Estimated Capital Cost	$0
Estimated Annual O&M Cost	$0
Estimated Present Worth Cost	$0
Estimated Construction Timeframe	None

Regulations governing the Superfund program require that the "no action" alternative be evaluated generally to establish a baseline for comparison. Under this alternative, EPA would take no action at the Site to prevent exposure to the soil contamination. The contaminated soil would be left in place without treatment. As the interim remedy was not designed to be permanent, EPA expects that it would eventually fail. This could allow on-site exposure as well as an increased possibility that additional contamination would migrate from the Fill Area.

Alternative SC-2: Excavation/Ex-situ Treatment/Disposal

Estimated Capital Cost	$91 million
Estimated Annual O&M Cost	$100,000
Estimated Present Worth Cost	$94 million
Estimated Construction Timeframe	2 years

Under this alternative, all the contaminated soil, sludge and debris in the entire Fill Area would be removed and sent off-site for treatment or disposal. The mix of large debris and soil found in the Fill Area would be separated by size and composition and stockpiled on-site. Extensive dewatering activities would be conducted prior to and during any excavation activities. Dewatering would include extraction, pretreatment of water on site (to remove sediments) and off site shipping of water to a licensed hazardous wastewater treatment facility. The filtered solids would be characterized and disposed of appropriately. A sheet pile wall would be installed around the entire Fill Area to allow the excavation and removal of the majority of Fill Area debris and soil while protecting the existing slurry wall. During excavation, high levels of VOC and dust emissions would be produced. Dust, VOCs and odor would need to be controlled to protect nearby off-site receptors and the general public. Extensive control of VOC vapor and dust, possibly through use of an enclosed structure over the entire site, as well as air monitoring would need to be provided over the entire site during remedial activities, as would control of run-off due to precipitation. The Fill Area would be backfilled with clean fill and regraded. As all contaminated soils, sludges

and debris would be excavated and contaminated groundwater pumped out during the dewatering process, neither the existing nor additional containment measures would be necessary, however long-term monitoring of the shallow groundwater would continue.

Alternative SC-3: Excavation of Hot Spot Area, Capping, and Shallow Groundwater Collection

Estimated Capital Cost	$13.9 million
Estimated Annual O&M Cost	$180,000
Estimated Present Worth Cost	$16.7 million
Estimated Construction Timeframe	13 Months

For this alternative, as well as Alternatives SC-4 and SC-5 (the selected remedy), the key elements of the existing interim remedy would be improved and made permanent. The Hot Spot area sludge would be excavated and sent off-site for treatment (incineration) and disposal. Dewatering activities would be conducted prior to and during the excavation activity with off-site treatment and disposal of the groundwater. A braced excavation using sheet piles supported by at least two levels of internal bracing would be required to provide a stable excavation and to protect the integrity of the existing slurry wall, which is within 10 feet of the sludge area at some locations. In order to provide a stable excavation and limit emissions, the sludge area would need to be excavated in multiple "cells" rather than a single large excavation. Each cell would be backfilled with imported clean fill before excavating the adjoining cell. During excavation, VOC and dust emissions, and odor would need to be controlled to protect nearby off-site receptors and the general public. To achieve the necessary control, excavation activities would likely need to be completed within a fully enclosed structure so that all VOC and dust emissions could be collected and treated using appropriate technologies such as catalytic oxidation or phase activated carbon adsorption prior to discharging to the atmosphere. The cap would consist of a 2-foot thick "double containment" cover system, which would be constructed over the entire area currently circumscribed by the existing slurry wall, and over the area between the slurry wall and the sheet piling along Peach Island Creek (see Figure 3). The cover system would provide flexibility for the potential end-use of the Site for commercial purposes.

In order to maintain hydraulic control within the existing slurry wall, the existing, interim groundwater recovery system, which consists of above ground piping and seven wells screened in the Fill Area, which discharges to a 10,000 gallon on-site holding tank, would be improved. The improvements would include the installation of new extraction wells along the perimeter of the Site, construction of underground clean utility corridors for the

wells, and piping and electrical system to allow more flexibility for future uses of the Site. A geotextile would be placed within the utility corridor to separate Fill Area soils from clean soils within the utility corridors. The extracted groundwater would either be collected in the existing 10,000 gallon above-ground tank for disposal via tanker truck at a commercial facility, or pumped, via sewer connection, to the Bergen County Publicly Owned Treatment Works (POTW) for treatment.

Currently, a sheet pile wall along Peach Island Creek protects the slurry wall along the riparian side of the Fill Area. Improvements would be made to the sheet pile wall which could include the installation of slope stabilization material such as rip-rap. Soil samples will be collected between the slurry wall and the sheet pile wall, especially the area adjacent to the sludge area, during the remedial design or remedial action phase of OU2. The existing slurry wall would remain in place.

The slurry wall includes a double containment system consisting of a soil-bentonite slurry barrier and a geomembrane barrier. The slurry wall is keyed into the natural clay layer underlying the Fill Area. For this alternative, as well as Alternatives SC-4 and SC-5, the effectiveness of the slurry wall will be evaluated during the design phase of the clean-up. In addition, after implementation of the design, long term monitoring will continue through the use of shallow groundwater wells outside the slurry wall.

<u>Alternative SC-4 In-Situ Thermal Desorption, Capping, and Shallow Groundwater Collection</u>

Estimated Capital Cost	$ 4.7 million
Estimated Annual O&M Cost	$ 180,000
Estimated Present Worth Cost	$ 7.5 million
Estimated Construction Timeframe	1 year

In-situ thermal desorption treatment of the Hot Spot Area could be achieved via installation of thermal wells, consisting of a perforated outer steel casing and interior heating element, in a closely-spaced pattern throughout the area. A heat resistant silica blanket would be placed over the area forming a seal to minimize losses of VOCs and steam, as well as to reduce intrusion of atmospheric air. The wells and an approximately 6-inch wide concentric halo would be heated to 1,400^0 F. Heat propagating throughout the area would first vaporize moisture, and then increase sludge temperatures to around 450^0 F (sufficiently high to cause PCBs to desorb from the soil). A modest vacuum (3 to 5 inches of water) would be applied to each well in the system to

remove vapors. Extracted vapors would be treated by an indirect fired thermal oxidizer at ground surface followed by a heat exchanger and a vapor phase activated carbon (VPAC) system.

A description of the capping and groundwater collection that would be performed for this alternative can be found in the description of Alternative SC-3.

Alternative SC-5: Air Stripping, Capping, Solidification/ Stabilization and Shallow Groundwater Collection.

Estimated Capital Cost	$ 4.7 million
Estimated Annual O&M Cost	$ 180,000
Estimated Present Worth Cost	$ 7.5 million
Estimated Construction Timeframe	One Year

For this alternative, in-situ (i.e., in place) treatment followed by solidification/stabilization of the Hot Spot Area would be performed.

The Hot Spot Area would first be treated, in-situ, via air stripping, which in this case would be effected by aerating the Hot Spot area with augers or paddles. During operation of the selected air stripping method, small shrouds will be placed directly over the augers or paddles and negative pressure would be maintained within the shroud to capture the VOCs released during mixing. VOCs released from the Hot Spot Material would be treated using vapor phase activated carbon, a catalytic oxidizer or other appropriate technologies. Cement and lime, which the treatability studies showed to be effective in stabilizing the PCBs and SVOCs, would be used as the solidification and stabilization agent. Addition of the cement and lime would increase the volume of the Hot Spot area by about 10%. Treatment is expected to extend at least two feet below the natural ground surface, which would be approximately 10-18 feet below existing ground surface.

This alternative would also include improving and making permanent the key elements of the existing interim remedy. A description of the improvements such as capping and groundwater collection that would be performed for this alternative can be found in the description of Alternative SC-3.

COMPARATIVE ANALYSIS OF ALTERNATIVES

In selecting a remedy, EPA considers the factors set out in Section 121 of CERCLA, 42 U.S.C. §9261, by conducting a detailed analysis of the viable remedial alternatives pursuant to the NCP, 40 CFR §300.430(e)(9) and Office of Solid Waste and Emergency Response (OSWER) Directive 9355.3-01. The detailed analysis consists of an

assessment of the alternatives against each of nine evaluation criteria and comparative analysis focusing upon the relative performance of each alternative against those criteria.

Threshold Criteria - *The first two criteria are known as* "threshold criteria" *because they are the minimum requirements that each response measure must meet in order to be eligible for selection as a remedy.*

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1. **Overall Protection of Human Health and the Environment**
This criteria addresses whether each alternative provides adequate protection of human health and the environment and describes how risks posed through each exposure pathway are eliminated, reduced, or controlled, through treatment, engineering controls, and/or institutional controls.

Alternative SC-1, the no action alternative, is not protective of human health and the environment because it does not eliminate, reduce or control risks posed by the site through treatment of soil contaminants, engineering controls, and/or institutional controls.

Alternative SC-2 would remove for disposal or treatment the contaminated material in the entire Fill Area, thereby providing the most protection to property owners/occupants from future exposure to contaminated soils.

Alternative SC-3 would remove the most contaminated portion of the Fill Area (i.e., the Hot-Spot) and include a cap, other containment measures, as well as institutional controls and, therefore, provides adequate protection to property owners/occupants from future exposure to contaminated soils.

Alternatives SC-4 and SC-5 would treat, through thermal desorbtion and air stripping/stabilization, respectively, the most contaminated portion of the Fill Area (i.e., the Hot-Spot) and, like Alternative SC-3, include a cap, other containment measures, and institutional controls. Therefore, these alternatives would provide adequate protection to property owners/occupants from future exposure to contaminated soils. Also, Alternatives SC-3, SC-4 and SC-5 would all prevent the spread of contaminants outside the Site through the use of the existing slurry wall, and an improved groundwater collection system.

2. Compliance with applicable or relevant and appropriate requirements (ARARs)
Section 121(d) of CERCLA and NCP §300.430(f)(1)(ii)(B) require that remedial actions at CERCLA sites at least attain legally applicable

or relevant and appropriate Federal and State requirements, standards, criteria and limitations which are collectively referred to as "ARARs," unless such ARARs are waived under CERCLA Section 121(d)(4).

Applicable requirements are those cleanup standards, standards of control, and other substantive requirements, criteria, or limitations promulgated under Federal environmental or State environmental or facility siting laws that specifically address a hazardous substance, a pollutant, contaminant, remedial action, location, or other circumstance found at a CERCLA site. Only the State standards that are identified by a state in a timely manner and that are more stringent than Federal requirements may be applicable. Relevant and appropriate requirements are those clean-up standards, standards of control, and other substantive requirements, criteria, or limitations promulgated under Federal environmental or State environmental or facility siting laws that, while not "applicable" to a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstance at a CERCLA site, address problems or situations sufficiently similar to those encountered at the CERCLA site that their use is well-suited to the particular site. Only those State standards that are identified in a timely manner and are more stringent than Federal requirements may be relevant and appropriate.

Compliance with ARARs addresses whether a remedy will meet all of the applicable or relevant and appropriate requirements of Federal and State environmental statutes or provides a basis for invoking a waiver.

Actions taken at any Superfund site must meet all ARARs of federal and state law, or provide grounds for invoking a waiver of these requirements. These include chemical-specific, location-specific and action-specific ARARs.

Soil

There are no chemical-specific ARARs for the contaminated soils. Any soil remediation goals would therefore be risk-based.

Alternative SC-1. Because ARARs apply to actions taken, they are not applicable to the no action alternative.

Alternative SC-2. There are no chemical-specific ARARs for the contaminated soils. If Alternative SC-2 were selected, risk-based cleanup goals for the Fill Area would be developed and the New Jersey Soil Cleanup Criteria (NJSCC) would be taken into

consideration. There are three types of NJSCC: Residential Direct Contact (RDCSCC); Non-Residential Direct Contact (NRDCSCC); and Impact to Groundwater (IGWSCC). Since the Site is located in a non-residential/commercial area, the more stringent of the NRDCSCC or the IGWSCC would be considered in the development of risk-based soil cleanup goals.

Alternatives SC-3, SC-4 and SC-5 would, through containment, monitoring and institutional controls, mitigate the potential risks from the Site and therefore comply with NJSCC.

Alternatives SC-2, SC-3, SC-4 and SC-5 would substantively comply with the New Jersey Technical Requirements for Site Remediation, N.J.A.C. 7:26E et. seq., the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.A.C. 58:10B and any relevant local requirements including the Hackensack Meadowlands Development Commission regulations.

The Resource Conservation and Recovery Act (RCRA) is a federal law that mandates procedures for treating, transporting, storing and disposing of hazardous substances. All portions of RCRA that were applicable or relevant and appropriate to the proposed remedy for the Site would be met by Alternatives SC-2, SC-3, SC-4 and SC-5.

Groundwater

Alternatives SC-3, SC-4 and SC-5 require that groundwater within the Fill Area be pumped and sent off-site, which in combination with the slurry wall and natural clay layer would prevent the spread of contaminants to the surrounding areas or to surface water thereby preventing any direct exposure to contaminated water. In addition, since the Groundwater Quality Standards will not be met within the Fill Area, a Classification Exception Area (CEA) would need to be established for all of the alternatives, except possibly for SC-2.

Primary Balancing Criteria - *The next five criteria, criteria 3 through 7, are known as "primary balancing criteria." These criteria are factors with which tradeoffs between response measures are assessed so that the best option will be chosen, given the site-specific data and conditions.*

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3. Long-term Effectiveness and Permanence

Long-term effectiveness and permanence refers to expected residual risk and the ability of a remedy to maintain reliable protection of

human health and the environment over time, once cleanup levels have been met. This criterion includes the consideration of residual risk that will remain on site following remediation and the adequacy and reliability of controls.

Alternative SC-1 would provide no long-term effectiveness and permanence in the prevention of direct contact to or spread of Fill Area contamination.

Alternative SC-2 would provide the greatest long-term effectiveness without requiring long-term controls as soils above risk-based cleanup levels would be removed from the Site.

Alternatives SC-3, SC-4 and SC-5 are all effective in the long-term, although to a lesser degree than SC-2, as they would reduce potential risks due to ingestion and dermal contact pathways and minimize any potential of contamination impacting groundwater outside the Fill Area. However the cap, slurry wall, groundwater pumping system and monitoring wells would require regular inspection and maintenance to ensure the integrity of the remedy over the long-term.

4. Reduction of Toxicity, Mobility or Volume of Contaminants Through Treatment

Reduction of toxicity, mobility, or volume through treatment refers to the anticipated performance of the treatment technologies that may be included as part of a remedy.

Alternative SC-1 would not reduce the toxicity, mobility or volume of contaminated soil.

Alternative SC-2 would reduce toxicity, mobility and volume of contaminants on-site though removal and treatment or disposal of the contaminants off-site.

Alternative SC-3 would reduce the toxicity, mobility and volume of the contaminants in the Fill Area through direct removal and treatment of the entire Hot Spot Area, and would reduce mobility over the whole Fill Area through installation of a permanent cap.

Alternative SC-4 and SC-5 would reduce the concentration, as well as the toxicity and mobility, of a large percentage of the contaminants in the Fill Area through treatment of the highly-contaminated Hot Spot Area. SC-5 would also stabilize any remaining contamination in the Hot Spot Area, but would increase the volume of the Hot Spot Area by approximately 10 percent through the addition of stabilizing materials. Like Alternative SC-3, Alternative SC-4 and SC-5 would also reduce mobility over the whole

Fill Area through installation of a permanent cap.

5. Short-term Effectiveness

Short-term effectiveness addresses the period of time needed to implement the remedy and any adverse impacts that may be posed to workers, the community and the environment during construction and operation of the remedy until cleanup levels are achieved.

Alternative SC-1, the No Action alternative, poses no short-term risks and can be implemented immediately.

Alternative SC-2 has the greatest short-term risk. It would require the most excavation, and would also require extensive stockpiling and separation of the on-site soil and debris. Even with engineering methods such as the construction of a negative pressure enclosed structure over the entire site, controlling 99% of VOC releases and dust emissions (as required) would be extremely difficult during excavation. Implementation of Alternative SC-2 would require additional truck traffic in the industrial area around the Site, which would have to be coordinated with local officials so as to lessen the impacts to normal area traffic. And as in Alternative SC-3 below, due to the nature of the contamination, few facilities can handle a significant portion of the site waste, therefore the progress of the remediation could be impeded. The estimated timeframe for implementation is twice as long (i.e., two years) as Alternatives SC-3, SC-4 and SC-5.

Alternative SC-3 may require construction of a large tent over a portion of the Site to ensure that the high concentration of VOCs that exist on-site are not released into the air during the excavation of the Hot Spot area. Also, significant effort would be needed to prevent escape of VOCs during the excavation and there would be added risk associated with transporting the sludge to the nearest available treatment and disposal facilities. Additionally, the only facilities that can handle mixed waste of the sort found in the Hot Spot area, have indicated that they would have to impose daily limits on the amount of sludge they could accept in order to prevent emissions violations. Therefore, limitations on the rate of acceptance of the sludge at a disposal area could significantly impede the progress of this remedial action. Implementation of Alternative SC-3 would require additional truck traffic in the industrial area around the Site, which would have to be coordinated with local officials so as to lessen the impacts to normal area traffic.

Alternative SC-4 would require the installation and operation of high temperature thermal elements and would allow for the potential of VOC and Hydrogen Chloride (HCl) releases. There are a number of

uncertainties related to the technical practicability of this alternative. Thermally treating high levels of total organic carbon in the Hot Spot area (from oil and grease) would likely cause ash and coke build-up around the wells. This build-up could make the wells completely inoperable or inefficient in the extraction of vapors. The treatment temperatures would be high enough to allow vaporization of metals which may damage the efficiency of the thermal oxidizer. The effectiveness of this action is also uncertain due to the very high water content in this area.

Alternative SC-5 would require control of VOC releases during the air stripping remedial action through the use of small shrouds. This would require close monitoring to ensure short-term effectiveness and safety. Alternatives SC-3, SC-4 and SC-5 would use the capping/slurry-wall and groundwater collection methods to contain the wastes in the Fill Area. These methods have been shown to be effective during eight years of operation of the interim remedy.

6. Implementability

Implementability addresses the technical and administrative feasibility of a remedy from design through construction and operation. Factors such as availability of services and materials, administrative feasibility, and coordination with other governmental entities are also considered.

Alternative SC-1 requires no implementation.

Alternative SC-2 would require surmounting many technical and potential human exposure problems. Approximately 99% of the VOC and dust emissions would have to be controlled in order to protect against a potential "worst-case" off-site human exposure scenario. VOC and dust control would require that excavation and material handling activities for the entire Site be conducted within an enclosed structure. Emissions from the enclosure would require treatment prior to being discharged to the atmosphere. In addition, the large and varied amount of soil and debris found in the Fill Area, including wood, plastic, metal, cement, saturated and unsaturated soils etc., would require extensive manual labor to separate and would require creation of a large number of on-site stock piles in a relatively small area.

The increased traffic, possible street closures, and the need to stockpile debris near the site would require coordination with local and state agencies. State and local agency coordination would also be required for relevant permits.

Alternatives SC-3, SC-4 and SC-5 would improve and make permanent the existing interim remedy as described in SC-3 and referenced in SC-4 and SC-5. A new slurry wall would not need to be constructed, however, a new cap, stream bank stabilization along Peach Island Creek, piping for groundwater collection, and additional monitoring wells would be constructed or installed. The methods for this work are well known and equipment is readily available.

Alternative SC-3 would entail significant challenges relating to the removal of the Hot Spot. Construction risks, due to the instability of the Hot Spot, and the risk of contaminant migration during construction activities are significant. Also, significant effort would be needed to prevent escape of VOCs during the excavation and there would be added risk associated with transporting the sludge to the nearest available treatment and disposal facilities. Additionally, limitations on the rate of acceptance of the sludge at a disposal area, as described in the Short Term Effectiveness section of this ROD, would significantly impede the progress of this remedial action.

Treatment of Hot Spot Materials by Thermal Desorption under Alternative SC-4 would be problematic due to the high moisture content (between 85% and 100% saturation) of the sludge. This would likely lead to extended treatment times since virtually all moisture must be vaporized before sludge temperatures increase to allow contaminant desorption. Calculations indicate that large quantities of HCl would be generated, giving rise to concerns that HCl would react with metals forming more soluble compounds (salts) that would be more mobile than the metal compounds which currently exist at the Site. In addition, the high concentrations of petroleum-based oils would likely cause repeated fouling of the thermal system, which in turn would reduce the overall efficiency of the wells to extract vapors and control potential releases at the surface.

The Alternative SC-5 treatment processes using air stripping and stabilization/solidification for Hot Spot materials are relatively well known technologies. This treatment proved effective during treatability studies using sludge from the Hot Spot Area, where concentrations of VOCs were reduced by 90% and mobilization of PCBs and VOCs were reduced by over 95%. Due to the fact that only small areas will be treated at a time, and that bulk excavation will not occur, the potential of VOC releases during aeration and the spread of the contaminants during implementation of this alternative is far less than for either Alternative SC-3 or SC-2. Nevertheless, these risks would need to be addressed during the remedial action.

7. Cost

Includes estimated capital and O&M costs, and net present worth value of capital and O&M costs.

Alternative SC-1 has a cost of $0

The estimated present worth cost of Alternative SC-2 ($94 million) is significantly more than Alternative SC-3 ($16.7 million). Alternative SC-3 is approximately twice the cost of either Alternative SC-4 or SC-5 ($7.5 million). The costs for the latter two alternatives are comparable, as are the implementation time frames.

Modifying Criteria - *The final two evaluation criteria, criteria 8 and 9, are called "modifying criteria" because new information or comments from the state or the community on the Proposed Plan may modify the preferred remedy and cause another response measure to be considered.*

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8. State/Support Agency Acceptance
Indicates whether based on its review of the RI/FS reports and the Proposed Plan, the state supports, opposes, and/or has identified any reservations with the selected response measure.

NJDEP concurs with the selected remedy, Alternative SC-5, however if Alternative SC-5 fails to meet engineering criteria with regards to stabilization, NJDEP recommends and EPA agrees that Alternative SC-3 be used as the alternate remedy.

9. Community Acceptance
Summarizes the public's general response to the proposed alternative and other information described in the Proposed Plan and the RI/FS reports. This assessment includes determining which of the response measures the community supports, opposes, and/or has reservations about.

During the public comment period, the community expressed its support for Alternatives SC-3 and SC-5. The community did not consider Alternative SC-1 to be adequately protective, and felt that Alternatives SC-2 and SC-4 were not feasible. The attached Responsiveness Summary summarizes the community comments on the Proposed Plan.

PRINCIPAL THREAT WASTE

The action chosen in the ROD addresses the Hot Spot area material which is the high-level or principal threat waste associated with

OU2 at the Site.

SELECTED REMEDY

Based upon consideration of the results of the site investigation, the requirements of CERCLA, the detailed analysis of the response measures, and public comments, EPA has determined that Alternative SC-5 is the appropriate remedy for addressing the Fill Area. The selected alternative, Alternative SC-5, for cleanup of the OU2 soils consists of the following components.

- Air stripping of the Hot Spot area until levels of VOCs are reduced to whichever is more stringent: 90% lower than current levels, the average VOC levels in the Fill Area outside the Hot Spot (i.e., 1,000 ppm) or to a level where interference with stabilization will not occur. VOCs released during treatment will be collected and treated on site, or adsorbed to assure no negative impacts to the surrounding community.

- Soil stabilization of the Hot Spot using cement and lime, so that the Hot Spot is solidified to meet an unconfined strength of at least 15 pounds per square inch and at least a 90% reduction in leachability based on Synthetic Precipitation Leaching Procedure (SPLP) analysis. VOCs released during treatment will be treated on site, or adsorbed to assure no negative impacts to the surrounding community.

- Installation of a landfill cap over the entire Fill Area. The cap will consist of a 2-foot thick "double containment" cover system, which will be constructed over the entire area currently circumscribed by the existing slurry wall.

- Improvement of the existing, interim groundwater recovery system (as described in Alternative SC-3), which consists of above ground piping, as well as wells screened in the Fill Area. The improvements will include the installation of new extraction wells along the perimeter of the Site, construction of underground clean utility corridors for the wells, and piping and electrical system to allow more flexibility for future uses of the Site. The extracted groundwater will either be collected in the existing above-ground tank for disposal, or pumped, via sewer connection, to the Bergen County Publicly Owned Treatment Works (POTW) for treatment.

- The existing sheet pile wall along Peach Island Creek, which protects the slurry wall along the riparian side of the Fill Area, will be improved and upgraded.

While EPA believes the Hot Spot treatment portion of the Selected Remedy will be effective, as in any remedial action, if appropriate performance standards for treatment, solidification and containment are not met, then removal of the Hot Spot, as described in Alternative SC-3 will be performed.

The Selected Alternative was chosen over the other alternatives since it is readily implementable, and it is expected to achieve reduction in the VOC concentration while also stabilizing and containing the inorganic and PCB contamination in the most highly-contaminated area (i.e., the Hot Spot) of the Fill Area. In addition, containment, which is the key element of the Selected Alternative, improves on the interim remedy to make it viable on a long-term basis to reduce the potential of risk from contaminants that will remain in the Fill Area. The containment measures implemented as part of the interim remedy (OU1) have proved effective during the remedy's entire eight years of operation. The Selected Alternative greatly reduces the potential of risk to human health and the environment through treatment of the most highly-contaminated area, while improving on the existing effective remedy for soils and groundwater currently in place.

Based on the information available at this time, EPA and NJDEP believe the Selected Alternative is protective of human health and the environment, is cost effective, and will use permanent solutions and alternative treatment technologies to the maximum extent practicable. Because it will treat the portion of the source material constituting principal threats, the Selected Alternative meets the statutory preference for the selection of a remedy that involves treatment as a principal element.

STATUTORY DETERMINATIONS

As previously noted, Section 121(b)(1) of CERCLA mandates that a remedial action must be protective of human health and the environment, be cost-effective, and utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. Section 121(b)(1) also establishes a preference for remedial actions which employ treatment to permanently and significantly reduce the volume, toxicity, or mobility of the hazardous substances, pollutants, or contaminants at the site. Section 121(d) of CERCLA further specifies that a remedial action must attain a degree of cleanup that satisfies ARARs under federal and state laws, unless a waiver can be justified pursuant to Section 121(d)(4) of CERCLA. As discussed below, EPA has determined that the selected remedy meets the requirements of Section 121 of CERCLA.

Protection of Human Health and the Environment

The Selected Remedy, Alternative SC-5, will adequately protect human health and the environment through in-situ treatment, stabilization, off-site treatment of collected contaminated groundwater and containment measures, including a landfill cap as well as institutional controls. The Selected Remedy will prevent all significant direct-contact cancer risks and non-cancer hazards to human health and the environment associated with the Fill Area. In addition, this action will reduce the potential for the Fill Area to act as a source of contamination to the underlying groundwater. This action will result in the continued reduction of exposure levels to acceptable risk levels within EPA's generally acceptable risk range of 10^{-4} to 10^{-6} for carcinogens and an HI below 1 for non-carcinogens. Implementation of the Selected Remedy will not pose unacceptable short-term cancer risks, non-cancer health hazards or adverse cross-media impacts.

Compliance with ARARs

At the completion of the response action, the Selected Remedy will have complied with all applicable ARARs, including, but not limited to:

Action-Specific ARARS:

- National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

- NJ Administrative Code (NJAC) 7:26E *et seq,* New Jersey Technical Requirements for Site Remediation
  Note: The substantive requirements of the Technical Requirements may qualify as ARARs where they are more stringent than federal requirements and where they do not conflict with the requirements under CERCLA. This distinction is relevant, for example, where the Technical Requirements require deliverables inconsistent with the NCP or where they require permits that conflict with provisions of CERCLA or the NCP.

- National Ambient Air Quality Standards (40 CFR Part 50).

- RCRA - Land Disposal Restrictions (40 CFR Part 268)

- RCRA - Generator Requirements for Manifesting Waste for Off-site Disposal (40 CFR Part 263).

- RCRA - Transporter Requirements for Off-Site Disposal (40 CFR Part 270).
- RCRA - Standards for Owners/Operators of Permitted Hazardous Waste Facilities (40 CFR Part 264)
- DOT - Rules for Hazardous Materials Transport (49 CFR Parts 107, 171, 173).

Chemical-Specific ARARs:

- None applicable.

Location-Specific ARARs:

- None applicable.

Cost-Effectiveness

The Selected Remedy is cost effective and represents a reasonable value for the money to be spent. Overall effectiveness was evaluated by assessing three of the five balancing criteria in combination (long-term effectiveness and permanence; reduction in toxicity, mobility and volume through treatment; and short-term effectiveness). Overall effectiveness was then compared to costs to determine cost-effectiveness. The relationship of the overall effectiveness of this remedial alternative was determined to be proportional to its costs and hence this alternative represents a reasonable value for the money to be spent.

The estimated present worth cost of the Selected Remedy is $7,500,000, which is the same as the estimated present worth cost of Alternative SC-4. Alternative SC-4 and the Selected Remedy are the least expensive of the remedial Alternatives considered for this Site.

Utilization of Permanent Solutions and Alternative Treatment Technologies to the Maximum Extent Practicable.

EPA has determined that the Selected Remedy represents the maximum extent to which permanent solutions and treatment technologies can be utilized in a practicable manner at the Site. Of those alternatives that are protective of human health and the environment and comply with ARARs, EPA has determined that the Selected Remedy provides the best balance of trade-offs in terms of

the five balancing criteria, while also considering the statutory preference for treatment as a principal element and considering State and community acceptance.

The Selected Remedy satisfies the criteria for long-term effectiveness and permanence by preventing the risks due to ingestion and thermal exposure pathways by installation of a permanent cap, and also treatment via air stripping and stabilization of the most contaminated source area. The Selected Remedy presents less short-term risks than any other alternative as the treatment technique used would be the least likely to allow uncontrolled release of volatiles to the surrounding community.

Preference for Treatment as a Principal Element

By utilizing treatment on the most highly-contaminated areas within the Fill Area, the Selected Remedy satisfies the statutory preference for remedies that employ treatment as a principal element.

Five-Year Review Requirements

Because this remedy will result in hazardous substances, pollutants, or contaminants remaining on the Site above levels that allow for unlimited use and unrestricted exposure, a statutory review will be conducted within five years after initiation of remedial action to ensure that the remedy is, or will be, protective of human health and the environment.

DOCUMENTATION OF SIGNIFICANT CHANGES

The Proposed Plan for the SCP Site was released for public comment on August 15, 2001 and the public comment period ran from that date through October 25, 2001.

All written and verbal comments submitted during the public comment period were reviewed by EPA. Upon review of these comments, EPA has determined that no significant changes to the remedy, as it was originally identified in the Proposed Plan, were necessary.

APPENDIX V

RESPONSIVENESS SUMMARY
SCIENTIFIC CHEMICAL PROCESSING SUPERFUND SITE
OPERABLE UNIT 2

INTRODUCTION

This Responsiveness Summary provides a summary of the public's comments and the concerns regarding the Proposed Plan for the Scientific Chemical Processing (SCP) Superfund Site, and the U.S. Environmental Protection Agency's (EPA's) responses to those comments. At the time of the public comment period, EPA proposed a preferred alternative for remediating and containing the contamination in the SCP Site's Fill Area, which has been designated Operable Unit 2 (OU2). All comments summarized in this document have been considered in EPA's final decision for selection of a remedial alternative for OU2.

This Responsiveness Summary is divided into the following sections:

I. BACKGROUND ON COMMUNITY INVOLVEMENT AND CONCERNS: This section provides the history of community involvement and interests regarding the SCP Site.

II. COMPREHENSIVE SUMMARY OF MAJOR QUESTIONS, COMMENTS, CONCERNS AND RESPONSES: This section contains summaries of oral comments received by EPA at the public meeting, EPA's responses to these comments, as well as responses to written comments received during the public comment period.

The last section of this Responsiveness Summary includes attachments which document public participation in the remedy selection process for this site. They are as follows:

Attachment A contains the Proposed Plan that was issued on August 15, 2001 and distributed to the public for review and comment;

Attachment B contains the public notices that appeared in The Bergen Record;

Attachment C contains the transcript of the public meeting; and

Attachment D contains the written comments received by EPA during the public comment period.

I. BACKGROUND ON COMMUNITY INVOLVEMENT AND CONCERNS

Aside from periodic interaction with the adjacent industrial land owners, since the issuance of the OU1 Record of Decision in September 1990, the level of community interest in the SCP site has been low. EPA and the Potentially Responsible Parties (PRPs) have addressed relatively minor issues mainly regarding property access for off-site well sampling/installation and issues about Site aesthetics. In response to local concerns, the PRPs planted evergreen shrubbery on the Paterson Plank Road side of the Site, and painted the on-site groundwater temporary storage tank. Since these actions were taken, there has been no major concerns raised by the local community.

OU1 Remedy: The RI/FS Report, the Proposed Plan and other documents which comprise the administrative record of the interim remedy (i.e., OU1) were released to the public on May 19, 1990. These documents were made available to the public at the William E. Dermody Free Library in Carlstadt, New Jersey. On May 19, 1990, EPA also published a notice in the Bergen Record which contained information relevant to the public comment period for the site, including the duration of the public comment period, the date of the public meeting and availability of the administrative record. The public comment period began on May 19, 1990 and ended on June 18, 1990. In addition, a public meeting was held on June 5, 1990, at which representatives from EPA and the New Jersey Department of Environmental Protection (NJDEP) answered questions regarding the site and the interim actions under consideration. Responses to the significant comments received during the public comment period are included in the 1990 ROD's Responsiveness Summary.

OU2 Remedy: EPA's Proposed Plan for the Operable Unit 2 was released to the public on August 15, 2001. A copy of the Proposed Plan was placed in the Administrative Record and was made available in the information repository at the William E. Dermody Free Public Library. A public notice was published in the Bergen Record on August 15, 2001, advising the public of the availability of the Proposed Plan. The notice also announced the opening of a 30-day public comment period and invited all interested parties to attend an upcoming public meeting. Due to disruption of mail delivery to EPA's offices in downtown Manhattan, relating to the events of September 11, 2001, a second public notice was published in the Bergen Record on October 12, 2001 extending the comment period until October 25, 2001. A public meeting, during which EPA presented the preferred remedial alternative for OU2, was held at the Carlstadt Borough Hall, 500 Madison Street, Carlstadt, New Jersey on August 23, 2001.

Overall, the public agreed with EPA's decision not to attempt full excavation of the Fill Area. Some of the public felt it more prudent to neither attempt to treat nor remove the Sludge Area, while some felt that removal rather than treatment was the best option. However, there was no strong feeling about the specific remediation of the Sludge Area aside from the obvious need to ensure that human exposure to Sludge Area contaminants be prevented.

II. COMPREHENSIVE SUMMARY OF MAJOR QUESTIONS, COMMENTS, CONCERNS, AND RESPONSES

This section summarizes comments received from the public during the public comment period, and EPA's responses.

A. SUMMARY OF QUESTIONS AND EPA's RESPONSE FROM THE PUBLIC MEETING CONCERNING THE SCIENTIFIC CHEMICAL PROCESSING SITE - AUGUST 23, 2001

A public meeting was held on August 23, 2001 at 7:00 p.m. at the Carlstadt Borough Hall, 500 Madison St., Carlstadt, NJ. EPA and the PRP's consultant gave a presentation on the investigation findings, the Proposed Plan, and the preferred alternative for the SCP Site.

Comment #1: A citizen asked to have the on-site air stripping of the sludge area better described. Specifically, he wished to know how the contamination stripped from the sludge would be treated and whether PCBs would be removed by the air stripping process.

EPA Response: There are several ways that air can be treated. EPA will probably consider one of two options during design: oxidation treatment which would effectively destroy the contamination on-site or carbon adsorption, whereby the organics removed from the sludge would be adsorbed onto carbon. The carbon would then be taken off site by the carbon vendor for treatment. PCBs are not volatile and therefore would not be removed by the air stripping. PCBs in the sludge would be controlled by stabilizing the Sludge Area with cement and lime, subsequent to treatment by air stripping.

Comment #2: A citizen asked for some examples of organic substances and also whether any of them are suspected carcinogens.

EPA Response: Some of the examples of organic substances found at the SCP site are trichloroethylene, tetrachloroethylene, toluene, benzene and xylene. Some of these are suspected carcinogens. See Table 2 and Table 3 of the ROD for more information.

Comment #3: A citizen was concerned about the potential for releases of potential carcinogens, and whether the treatment methods would be effective in removing the carcinogens to appropriate levels.

EPA Response: As stated in the previous response, EPA will decide the specific method to treat the contaminated air stripped from the soil during the design phase of the cleanup. During the operation of the selected air stripping method, small shrouds will be placed directly over the paddles and negative pressure will be maintained within the shroud to capture the volatile organic compounds released during mixing. Whatever decision is made, EPA will ensure compliance with all federal and state air regulatory requirements. Compliance will be assured by, among other things, air monitoring around the site perimeter. EPA will also meet with the public during the design phase to get input and hear potential concerns about the design.

Comment #4: One citizen expressed concern that Alternative SC-5 required the use of hot air, and that the air will find specific channels in the sludge and therefore not strip off all the contaminants. This citizen felt that Alternative SC-3 (removal of Hot Spot) was a better alternative than the Preferred Alternative (i.e., Alternative SC-5).

EPA Response: The air stripping technology described in Alternative SC-5 has been used to effectively treat contaminated sludges at other sites. EPA feels that the process, which includes not only aeration, but also mixing, will adequately prevent air from channeling within the sludge, and will remove the volatile organic compounds to acceptable levels. However, if the Preferred Alternative does not meet acceptable levels for both removal of VOCs and stabilization, the Sludge Area will be removed as described in Alternative SC-3, and as the commentor suggested.

Comment #5: A citizen asked the dimensions of the Sludge Area. The citizen also expressed concern that as the aeration apparatus is moved around the Sludge Area, holes will be left and the contaminants in the sludge around the holes will be able to escape to the air.

EPA Response: The Sludge Area is approximately 4,000 square feet. The commentor's concern may be from a misunderstanding of the treatment process. The selected alternative will not be removing any sludge, rather air will be forced into one small, shroud covered area at a time within the Sludge Area. As the air is being forced into the small area, mixing paddles will ensure the sludge is adequately treated. No holes will be left open in the Sludge

Area for possible escape of volatiles.

Commentor 6: One citizen was concerned that if during the treatment process a flood condition occurs, groundwater at the Site may rise and allow contaminated soil/sludges to re-contaminate the cleaned sludges.

EPA Response: The Fill Area is underlain by a clay layer of low permeability, and surrounded by an impermeable slurry wall. Also, there are on-site wells which remove water from the Fill Area. If groundwater were to rise suddenly during the treatment process, or even afterwards, these elements of the interim (and future) remedy should prevent already cleaned soil from being re-contaminated.

Comment 7: A number of citizens had questions about the cost of the Proposed Remedy (Alternative SC-5), specifically whether the costs indicated in the Proposed Plan include operation and maintenance and for how long. There were also questions on whether EPA would have selected another remedy if the cost of the other remedy were less. Additionally, there was a question on who will be paying for the cleanup.

EPA Response: The costs described in the OU2 Proposed Plan include operation and maintenance, and are estimates for all the costs incurred over 30 years. EPA does consider costs in its selection of a remedy, as described in the Proposed Plan and in this Record of Decision. EPA's selection of Alternative SC-5 was not based largely on cost; rather, it was more heavily based on technical issues. EPA will request that the Site's Potentially Responsible Parties perform and pay the cost of the cleanup.

Comment 8: One citizen asked whether future commercial development properties could be constructed on-site without disturbing the slurry wall and other features of the containment remedy.

EPA Response: The containment portion of the remedy could allow the Site property to be used for limited commercial purposes. However, assurances must be made that the cap is not removed and that the monitoring and groundwater recovery wells continue to function. EPA will work with the town during design to assure that to the extent practical the remedy will make possible some limited commercial use of the property.

Comment 9: One citizen wanted to know why EPA was taking any action to remedy the Sludge Area, when the containment remedy would prevent exposure to the Sludge Area's contaminants. He felt the added risk of contaminant release from the remedial action

outweighs any potential benefit of contaminant removal/stabilization.

EPA Response: The Commentor is correct in that the permanent containment remedy would, in all likelihood, effectively control and prevent exposure to the contaminants in the Sludge Area. However, due to the extremely high concentrations found in the Sludge Area, the relatively small size of the Sludge Area, and the fact the Sludge Area lends itself to treatment/stabilization, EPA feels treatment of the Sludge Area is appropriate. This decision is consistent with the regulatory requirements of CERCLA, i.e., to treat the principal threat, which at this Site is the Sludge Area.

Comment 10: One commentor wished to know the maximum depth of the Sludge Area treatment, whether the contamination is worse at depth, and whether the contamination would get worse over time.

EPA Response: The maximum depth at which aeration and stabilization of the Sludge Area will occur is about fifteen feet. The concentration of the contamination varies with depth, however there is no clear gradation based on depth within the Sludge Area. Some of the contaminants within the sludge area break down into less toxic chemicals over time; some break down into more toxic chemicals.

C. WRITTEN COMMENTS RECEIVED DURING THE PUBLIC COMMENT PERIOD FROM THE COMMUNITY AND PRP

Comments and concerns were accepted in writing during the public comment period. Written comments were received in a letter from the PRPs' consultant and from one citizen who attended the public meeting. They are answered in the following part of the Responsiveness Summary.

Comment 11: Mr Sam Chari, Ph.D., P.E., in his September 12, 2001 letter to EPA, indicated that he felt strongly that Alternative SC-3, removal of the Sludge Area, was the best remedy for the Site. His reasoning was based on his belief that the Sludge Area was not homogeneous, that air from the air stripper (used in the Selected Alternative) would escape through channels in the sludge and therefore not treat all the sludge and that rocks and debris that may be in the sludge would interfere and cause equipment to break down. The commentor felt that EPA's assessment that Alternative SC-3 had difficult technical problems and risks to workers, the underlying clay layer and to the neighboring communities was overstated. He also felt that the relatively small difference in cost and timeframe should not have been a large factor in selecting Alternative SC-5 rather than Alternative SC-3.

EPA Response: All studies done to date have indicated that the Sludge Area is homogeneous in material. EPA does not expect to find large amounts of debris in the Sludge Area. If, as the commentor claims, large amounts of debris exist in the Sludge Area, then it may preclude, due to technical issues, implementing either Alternative SC-3 or the Selected Alternative. However, as stated previously, EPA does not expect to find debris, and based on other sites and the treatability studies performed using the sludge, the aeration/stabilization technology is expected to work well to remedy and contain the contaminants in the Sludge Area. Alternative SC-3, while technically possible, has added potential risks to the clay layer and workers, without any real benefits over the Selected Remedy. Based on the above, EPA believes the appropriate decision is to proceed with the Selected Remedy. Again, if the Selected Remedy fails to work acceptably, EPA will direct the PRPs to remove the Sludge Area as described in Alternative SC-3. Costs and timeframes were not the only factors in the decision to select Alternative SC-5 over Alternative SC-3.

Comment 12: This comment was submitted by the PRPs' consultant Golder Associates. The PRPs asked that Page 10 of the Proposed Plan be clarified. Specifically, they asked for clarification on whether New Jersey Soil Cleanup Criteria (NJSCC) are ARARs.

EPA Response: The NJSCC are not ARARs; rather, they are To-Be-Considered (TBC) criteria.

Comment 13: This comment was also submitted by the PRPs. The PRPs noted that on Page 10 of the Proposed Plan, it indicated that all of the alternatives must comply with the New Jersey Technical Requirements for Site Remediation, the New Jersey Brownfield and Contaminated Site Remediation Act and any relevant local requirements. The PRPs requested that EPA clarify whether compliance with the substantive requirements of promulgated state regulations is only required when they are ARARs and more stringent than federal standards. Further, they requested clarification that aspects of the cited regulations that are not ARARs, as well as non-substantive requirements, are therefore not mandatory.

EPA Response: The PRPs are correct in their belief that requirements of promulgated state regulations are only required when they are ARARs and when they are more stringent than federal standards. Also, any aspects of the regulations cited in Comment 13 that are not ARARs, as well as any non-substantive requirements are not mandatory. However, when no ARARs exist, EPA can establish cleanup standards based on non-ARARs such as TBCs.

Table 1 Conceptual Site Model for SCP Site for Pathways That Were Screened Out or Exhibited Unacceptable Cancer Risks and Non-Cancer Health Hazards.

Scenario Timeframe	Medium	Exposure Medium	Exposure Point	Receptor Population	Receptor Age	Exposure Route	On-Site/ Off-Site	Type of Analysis	Rationale for Selection or Exclusion of Exposure Pathway
Current/ Future	Soil	Surface Soil	Surface Soil	Site Worker	Adult	Ingestion Dermal	On-Site	Quant	Current on-site workers may be exposed to contaminated materials
			Particulates	Site Worker	Adult	Inhalation	On-Site	Quant.	Current on-site workers may be exposed to wind blown particulates on site if the interim cap is not adequately maintained.
			Volatiles	Site Worker	Adult	Inhalation	On-Site	Quant.	Current on-site workers may be exposed to wind blown volatiles on site if the interim cap is not adequately maintained.
Future	Soil	Surface Soil	Surface Soil	Adolescent Trespasser	Adolescent	Ingestion Dermal.	On-Site	Quant.	Area capped under interim remedy. Potential for future exposures if cap is not maintained.
			Particulates	Adolescent Trespasser	Adolescent	Inhalation	On-Site	Quant.	Area capped under interim remedy. Potential for future exposures if cap is not maintained.
			Volatiles	Adolescent Trespasser	Adolescent	Inhalation	On-Site	Quant.	Area capped under interim remedy. Potential for future exposures if cap is not maintained.
Current/ Future	Surface Soil	Surface Soil	Volatiles (Windblown)	Off-Site Resident	Adult	Inhalation	Off-Site	Quant.	Area zoned industrial. Off-site resident is over 1 mile away from site. Screening level assessment found cancer risks and non-cancer health hazards at or below levels of concern.
Current/Fu ture	Surface Soil	Surface Soil	Volatiles (Windblown)	Off-Site Resident	Child	Inhalation	Off-Site	Quant.	Area zoned industrial. Off-site resident is over 1 mile away from site. Screening level assessment found cancer risks and non-cancer health hazards at or below levels of concern..

Current/ Future	Surface Soil	Surface Soil	Particulates (Windblown)	Off-Site Resident	Adult	Inhalation	Off-Site	Quant.	Area zoned industrial. Off-site resident is over 1 mile away from site. Screening level assessment found cancer risks and non-cancer health hazards at or below levels of concern.
Current/ Future	Surface Soil	Surface Soil	Particulates (Windblown)	Off-Site Resident	Child	Inhalation	Off-Site	Quant.	Area zoned industrial. Off-site resident is over 1 mile away from site. Screening level assessment found cancer risks and non-cancer health hazards at or below levels of concern.
Future	Ground water-Shallow	Groundwater - Shallow	Tap Water	Site Worker	Adult	Ingestion	On-Site	Quant.	On-site workers may use aquifer for drinking water purposes in future.
	Soil	Subsurface Soil	Subsurface Soil	Construction worker	Adult	Ingestion/ Dermal	On-Site	Quant.	Potential site development may involve construction activities.
	Soil	Subsurface Soil	Particulates	Construction Worker	Adult	Inhalation	On-Site	Quant.	Potential site development may involve construction activities.

Table 2 Summary of Chemicals of Concern and Medium-SpecificExposure Point Concentrations.

		Concentration Detected						
Exposure Point	Chemical of Concern	Min.	Max.	Units	Frequency of Detection	Exposure Point Concentration	Exposure Point Concentration Units	Statistical Measure
Surface Soil (0 to 2 ft).	Tetrachloroethylene		4,290	mg/kg	12/17	4,290	mg/kg	Maximum
	Trichloroethylene		2,060	mg/kg	12/17	2,060	mg/kg	Maximum
	Benzo-a-anthracene		4.54	mg/kg	5/17	4.54	mg/kg	Maximum
	Benzo-a-pyrene		9.39	mg/kg	9/17	9.39	mg/kg	Maximum
	Benzo-b-fluoranthene		17.8	mg/kg	6/17	17.8	mg/kg	Maximum
	Di-benzo-ah-anthracene		2.4	mg/kg	3/17	2.4	mg/kg	Maximum
	Indeno (1,2,3-cd)pyrene		12.2	mg/kg	6/17	12.2	mg/kg	Maximum
	N-nitroso-diphenylamine		2.96	mg/kg	3/17	2.96	mg/kg	Maximum
	1,1-dichloroethylene		0.182	mg/kg	2/17	0.182	mg/kg	Maximum
	Aldrin		67.0	mg/kg	3/17	67.0	mg/kg	Maximum
	Dieldrin		67.0	mg/kg	5/17	67.0	mg/kg	Maximum
	Aresenic		60.0	mg/kg	14/17	60.0	mg/kg	Maximum
	1,2-dichloroethene		10.2	mg/kg	4/17	10.2	mg/kg	Maximum
	Aroclor 1242		15,000.0	mg/kg	11/17	15,000.0	mg/kg	Maximum
	Aroclor 1248		23.0	mg/kg	4/17	23.0	mg/kg	Maximum
	Aroclor 1260		49.0	mg/kg	2/17	49.0	mg/kg	Maximum
	Aroclor 1264		12.0	mg/kg	3/17	12.0	mg/kg	Maximum

Subsurface Soil (5 to 6 feet)	1,2-dichloroethane		290.0	mg/kg	4/17	290.0	mg/kg	Maximum
	Tetrachloro ethylene		1,690.0	mg/kg	12/17	1,690.0	mg/kg	Maximum
	1,2-Dichloro-ethylene (trans)		512	mg/kg	6/17	512	mg/kg	Maximum
	Benzidine		244.0	mg/kg	1/17	244.0	mg/kg	Maximum
	Benzo-a- anthracene		84.2	mg/kg	6/17	84.2	mg/kg	Maximum
	Benzo-a- pyrene		108.0	mg/kg	7/17	108.0	mg/kg	Maximum
	Benzo(b) fluoroanthene		164.0	mg/kg	6/17	164.0	mg/kg	Maximum
	Indeno(1,2,3-cd) pyrene		86.9	mg/kg	4/16	86.9	mg/kg	Maximum
	Aroclor 1242		360.0	mg/kg	12/17	360.0	mg/kg	Maximum
	Aroclor 1248		9.7	mg/kg	2/17	9.7	mg/kg	Maximum
	Aroclor 1254		3.5	mg/kg	3/16	3.5	mg/kg	Maximum
	Aroclor 1260		10.0	mg/kg	2/17	10.0	mg/kg	Maximum
	Arsenic		62.0	mg/kg	15/17	62.0	mg/kg	Maximum
Subsurface Soil (Deep)	Tetrachloro- ethylene		917.0	mg/kg	7/17	917.0	mg/kg	Maximum
	Vinyl chloride		11.78	mg/kg	1/17	11.78	mg/kg	Maximum
	Benzo(a) pyrene		4.74	mg/kg	10/17	4.74	mg/kg	Maximum
	Aroclor 1242		5.4	mg/kg	11/17	5.4	mg/kg	Maximum
	Aroclor 1248		2.6	mg/kg	3/17	2.6	mg/kg	Maximum
	Aroclor 1264		2.2	mg/kg	3/17	2.2	mg/kg	Maximum
	Arsenic		18.0	mg/kg	10/17	18.0	mg/kg	Maximum
Subsurface Soil (Very Deep)	Tetrachloro-ethylene		636.0	mg/kg	14/16	636.0	mg/kg	Maximum

Groundwater	Benzene		7.3	mg/l	10/14	7.3	mg/l	Maximum
	Chloroform		614	mg/l	4/14	614.0	mg/l	Maximum
	1,2-dichloro-ethane		473.0	mg/l	4/14	473.0	mg/l	Maximum
	1,1-dichloro-ethylene		0.032	mg/l	1/14	0.032	mg/l	Maximum
	1,1,2,2-tetra chloroethane		7.4	mg/l	4/14	7.4	mg/l	Maximum
	Tetrachloro-ethylene		24.6	mg/l	3/14	24.6	mg/l	Maximum
	Methylene chloride		200.0	mg/l	10/14	200.0	mg/l	Maximum
	Trichloroethylene		161.0	Mg/l	8/14	161.0	Mg/l	Maximum
	Bis-2-ethylhexyl phthalate		0.68	Mg/l	6/14	0.68	Mg/l	Maximum
	Vinyl chloride		7.3	Mg/l	8/14	7.3	Mg/l	Maximum
	Isophorone		8.46	Mg/l	6/14	8.46	Mg/l	Maximum
	DDT and compounds		0.0017	mg/l	3/14	0.0017	mg/l	Maximum
	Total PCBs		17.0	Mg/l	6/14	17.0	Mg/l	maximum
	Arsenic		3.1	Mg/l	10/14	3.1	Mg/l	Maximum

Table 3A Oral Cancer Toxicity Values for Chemicals of Concern.

Chemical of Concern	Oral Cancer Slope Factor	Dermal Cancer Slope Factor	Slope Factor Units	Weight of Evidence/ Cancer Guideline Description	Source	Date (mm/dd/yyyy)
Tetrachloroethylene	5.2 x 10E-2	5.2 x 10E-2	mg/kg-day-1	B2	NCEA	07/05/00
Trichloroethylene	1.1x10E-02	1.1x10E-02	mg/kg-day-1	C/B2	NCEA	07/05/00
Benzo-a-anthracene	7.3	7.3	mg/kg-day-1	B2	NCEA	07/05/00
Benzo-a-pyrene	7.3	7.3	mg/kg-day-1	B2	IRIS	07/05/00
Di-benzo(ah) anthracene	7.3	7.3	mg/kg-day-1	B2	NCEA	07/05/00
Indeno(1,2,3- cd) pyrene	0.73	0.73	mg/kg-day-1	B2	NCEA	07/05/00
N-nitroso- diphenylamine	4.9 x 10E-03	4.9 x 10E-03	mg/kg-day-1	B2	IRIS	07/05/00
1,1,-dichloro- ethylene	0.6	0.6	mg/kg-day-1	C	IRIS	07/05/00
Vinyl chloride	1.9	1.9	mg/kg-day-1	A	IRIS	07/05/00
Aldrin	17.0	17.0	mg/kg-day-1	B2	IRIS	07/05/00
Dieldrin						
Total PCBs	2.0	2.0	mg/kg-day-1	B2	IRIS	07/05/00
Arsenic	1.5	1.5	mg/kg-day-1	A	IRIS	07/05/00
1,2-dichloroethane	9.1 x 10E-2	9.1 x 10E-2	mg/kg-day-1	B2	IRIS	07/05/00
Benzidine	230	230	mg/kg-day-1	A	IRIS	07/05/00
Benzene	1.5 to 5.5 x 10E-2	1.5 to 5.5 x 10E-2	mg/kg-day-1	A	IRIS	07/05/00
Chloroform	8.3 x 10E-03	8.3 x 10E-03	mg/kg-day-1	B2	IRIS	07/05/00
1,1,2,2-Tetra chloroethane	0.2	0.2	mg/kg-day-1	C	IRIS	07/05/00
Methylene chloride	7.5 x 10E-03	7.5 x 10E-03	mg/kg-day-1	B2	IRIS	07/05/00
Chlorobenzene	NA	NA		D	IRIS	07/05/00

1,1-Dichloroethane	NA	NA		C	IRIS	07/05/00
1,2-Dichloroethane	9.1 x 10E-1	9.1 x 10E-1	mg/kg-day-1	B2	IRIS	07/05/00
Toluene	NA	NA		D	IRIS	07/05/00
Methyl ethyl ketone	NA	NA		D	IRIS	07/05/00
1,1,1-Trichloro ethane	NA	NA		D	IRIS	07/05/00
Nitrobenzene	NA	NA		D	IRIS	07/05/00
Bis-2-ethyl hexyl phthalate	0.014	0.014	mg/kg-day-1	B2	IRIS	07/05/00
Isophorone	9.5 x 10E-04	9.5 x 10E-04	mg/kg-day-1	C	IRIS	07/05/00

Table 3B. Inhalation Cancer Toxicity Values for Chemicals of Concern.

Chemical of Concern	Inhalation Unit Risk Factor	Units	Adjustment	Inhalation Cancer Slope Factor	Units	WOE Class-ification	Source	Date (mm/dd/yyyy)
Chloroform	2.3x10E-5	ug/cubic meter	70/20	8.1x10E-02	mg/kg-day-1	B2	IRIS	07/05/00
1,1-dichloro-ethylene	5.0x10E-5	ug/cubic meter	70/20	1.2x10E+00	mg/kg-day-1	C	IRIS	07/05/00
PCBs	1x10E-4	ug/cubic meter	70/20	4.0x10E-01	mg/kg-day-1	B2	IRIS	07/05/00
Trichloro-ethylene	NA			6.0x10E-03	mg/kg-day-1	B2/C	IRIS	07/05/00
Vinyl Chloride	8.4x10E-5	ug/cubic meter	70/20	3.0x10E-01	mg/kg-day-1	A	IRIS	07/05/00
Arsenic	4.3x10E-3	ug/cubic meter	70/20	1.5x10E+1	mg/kg-day-1	A	IRIS	07/05/00
Chromium VI	1.2x10E-2	ug/cubic meter	70/20	4.0x10E+1	mg/kg-day-1	A	IRIS	07/05/00

Table 4 Non-Cancer Oral Toxicity Values

Chemical of Concern	Chronic/ Subchronic	Oral RfD Value	Oral RfD Units	Dermal RfD	Dermal RfD Units	Primary Target Organ	Combined Uncertainty/ Modifying/ Factors	Sources of RfD Target Organ	Dates of RfD Target Organ (mm/dd/yyyy)
Benzene	Chronic	3x10E-3	mg/kg-day	3x10E-3	mg/kg-day	Blood	1000	NCEA	07/05/00
Chloroform	Chronic	1x10E-2	mg/kg-day	1x10E-2	mg/kg-day	Liver	1000	IRIS	07/05/00
Chloro-benzene	Chronic	2x10E-2	mg/kg-day	2x10E-2	mg/kg-day	Liver	1000	IRIS	07/05/00
1,1-dich-loroethane	Chronic	1x10E-1	mg/kg-day	1x10E-1	mg/kg-day	NOEL	100	HEAST	07/05/00
1,2-dichlo-roethane	Chronic	3x10E-2	mg/kg-day	3x10E-2	mg/kg-day	GI	1000	NCEA	07/05/00
1,1,1-trichl-oroethane	Chronic	0.28	Mg/kg-day	0.28	mg/kg-day	Liver	90	NCEA	07/05/00
Isophorone	Chronic	0.2	Mg/kg-day	0.2	Mg/kg-day	NOAEL	1000	IRIS	07/05/00
Tetrachloroethylene	Chronic	1x10E-02	mg/kg-day	1x10E-02	mg/kg-day	Liver	1000	IRIS	07/05/00
Toluene	Chronic	2x10E-01	mg/kg-day	2x10E-01	mg/kg-day	Kidney/ Liver	1000	IRIS	03/05/00
Trichloro-ethylene	Chronic	0.006	mg/kg-day	0.006	mg/kg-day	NOAEL	3000	NCEA	07/05/00
Benzidine	Chronic	3x10E-03	mg/kg-day	3x10E-03	mg/kg-day	LOAEL	1000	IRIS	07/05/00
Benzo-a- pyrene	Chronic	NA							07/05/00
Benzo-a-anthracene	Chronic	NA							07/05/00
Benzo-b-fluoranthene	Chronic	NA							07/05/00

Dibenzo-ah-anthracene	Chronic	NA							07/05/00
Indeno (1,2,3-cd) pyrene	Chronic	NA							07/05/00
Methyl ethyl ketone	Chronic	0.6	Mg/kg-day	0.6	Mg/kg-day	Dec. birth weight	1000	IRIS	07/05/00
Methylene chloride	Chronic	0.06	Mg/kg-day	0.06	Mg/kg-day	Liver	100	IRIS	07/05/00
N-nitroso-diphenyl amine	Chronic	0.02	Mg/kg-day	0.02	Mg/kg-day	LOAEL	3000	NCEA	07/05/00
Nitro-benzene	Chronic	0.0005	mg/kg-day	0.005	mg/kg-day	Liver	10,000	IRIS	07/05/00
Aldrin	Chronic	3x10E-05	mg/kg-day	3x10E-05	mg/kg-day	Liver	1000	IRIS	07/05/00
Dieldrin	Chronic	5x10E-05	mg/kg-day	5x10E-05	mg/kg-day	Liver	100	IRIS	07/05/00
Aroclor 1254	Chronic	2x10E-05	mg/kg-day	2x10E-05	mg/kg-day	Immune System	300	IRIS	07/05/00
Aroclor 1016	Chronic	7x10E-05	mg/kg-day	7x10E-05	mg/kg-day	Reduce Birth Weight	100	IRIS	07/05/00
Arsenic	Chronic	3x10E-04	mg/kg-day	3x10E-04	mg/kg-day	Skin	3	IRIS	07/05/00
1,1,-dichl-oroethylene	Chronic	9x10E-03	mg/kg-day	9x10E-03	mg/kg-day	Liver	1,000	IRIS	07/05/00
Bis-2-ethyl hexylphthalate	Chronic	2x10E-02	mg/kg-day	2x10E-02	mg/kg-day	Liver	1000	IRIS	07/05/00
1,1,2,2-tetra chloroethane	Chronic	6x10E-02	mg/kg-day	6x10E-02	mg/kg-day	Liver	1000	NCEA	07/05/00
Aroclor 1254	Sub-Chronic	5x10E-05	mg/kg-day	5x10E-05	mg/kg-day	Immune System	100	HEAST	07/05/00
Chloroform	Chronic			8.6x10E-05	mg/kg-day	Liver		NCEA	07/05/00

Table 5A Summary of Cancer Risks Greater than 1 x 10E-06 for Specific RME Receptors

Scenario Timeframe: Current/Future
Receptor Population: Adult On-Site Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Surface Soil (0 to 2 feet)	Surface Soil (0 to 2 feet)	Soil On-site Direct Contact	Tetrachloro ethylene	3.9 x 10E-05				3.9x10E-05
			Trichloro ethylene	2.2x10E-06	7.6x10E-08			2.2x10E-06
			Benzo-a-anthracene	5.8x10E-06				5.8x10E-06
			Benzo-a- pyrene	1.2x10E-05				1.2x10E-05
			Benzo-b-fluoranthene	2.2x10E-06				2.2x10E-06
			Dibenzo-ah anthracene	3.1x10E-06				3.1x10E-06
			Indeno (123-cd) pyrene	1.5x10E-06				1.5x10E-06
			N-nitroso-diphenylamine	2.6x10E-06				2.6x10E-06
			1,1-dichloroethylene	1.9x10E-08	2.6x10E-06			2.6x10E-06
			Vinyl Chloride		2.1x10E-06			2.1x10E-06
			Aldrin	1.7x10E-04				1.7x10E-04
			Dieldrin	1.6x10E-04				1.6x10E-04
			Total PCBs	5.3x10E-03	5.6x10E-08	9.7x10E-03		1.5x10E-02

			Arsenic	1.6x10E-05		2.9x10E-05		4.5x10E-05
						Total Cancer Risk		1.5x10E-2
Ground water	Ground water	On-site Direct Contact	Benzene	8.9x 10E-04				8.9x 10E-04
			Chloroform	1.4x10E-02				1.4x10E-02
			1,2-dichloro ethane	1.5x10E-01				1.5x10E-01
			Vinyl chloride	4.8x10E-02				4.8x10E-02
			1,1,2,2-tetra chloroethene	5.1x10E-03				5.1x10E-03
			Tetrachoro-ethylene	4.5x10E-03				4.5x10E-03
			Methylene chloride	5.2x10E-03				5.2x10E-03
			Trichloro-ethylene	8.2x10E-03				8.2x10E-03
			Total PCBs	2.4x10E-02				2.4x10E-02
			Arsenic	1.6x10E-02				1.6x10E-02
						Total Cancer Risk		2.5x10E-1
						Total Risk		2.6x10E-1

Table 5B Summary of Cancer Risks Greater than 1 x 10E-06 for Specific CTE Receptors

Scenario Timeframe: Current/Future
Receptor Population: Adult On-Site Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Surface Soil (0 to 2 feet)	Surface Soil (0 to 2 feet)	Soil On-site Direct Contact	Aldrin	3.9 x 10E-05				3.9x10E-05
			Dieldrin	3.7x10E-05				3.7x10E-05
			Total PCBs	1.2x10E-03				1.2x10E-03
						Total Cancer Risk		1.2x10E-03
Ground water	Ground water	On-site Direct Contact	Benzene	1.4x 10E-04				1.4x 10E-04
			Chloroform	2.2x10E-03				2.2x10E-03
			1,2-dichloro ethane	2.4x10E-02				2.4x10E-02
			1,1,2,2-tetra chloroethene	5.1x10E-03				5.1x10E-03
			Tetrachoro-ethylene	7.2x10E-04				7.2x10E-04
			Trichloro-ethylene	1.0x10E-03				1.0x10E-03
			Vinyl Chloride	7.9x10E-03				7.9x10E-03
			Total PCBs	2.9x10E-03				2.9x10E-03
			Arsenic	2.6x10E-03				2.6x10E-03
						Total Cancer Risk		4.7x10E-02
						Total Risk		4.8x10E-02

Table 5C. Summary of Cancer Risks Greater than 1 x 10E-06 for Specific RME Receptors

Scenario Timeframe: Current/Future
Receptor Population: Trespasser
Receptor Age: Adolescent

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Surface Soil (0 to 2 feet)	Surface Soil (0 to 2 feet)	Soil On-site Direct Contact	Tetrachloro ethylene	1.4 x 10E-05				1.4x10E-05
			Benzo-a-anthracene	2.1x10E-06				2.1x10E-06
			Benzo-a- pyrene	4.3x10E-06				4.3x10E-06
			Dibenzo-ah anthracene	1.1x10E-06				1.1x10E-06
			Aldrin	6.15x10E-05				6.1x10E-05
			Dieldrin	5.8x10E-05				5.8x10E-05
			Total PCBs	1.9x10E-03	2.1x10E-08	4.6x10E-04		2.4x10E-03
			Arsenic	5.7x10E-06		1.4x10E-06		7.1x10E-06
						Total Cancer Risk		2.5x10E-03

Table 5D. Summary of Cancer Risks Greater than 1 x 10E-06 for Specific CTE Receptors

Scenario Timeframe: Current/Future
Receptor Population: Trespasser
Receptor Age: Adolescent

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Surface Soil (0 to 2 feet)	Surface Soil (0 to 2 feet)	Soil On-site Direct Contact	PCBs	4.8 x 10E-04				4.8x10E-04
						Total Cancer Risk		4.8x10E-04

Table 5E. Summary of Cancer Risks Greater than 1 x 10E-06 for Specific RME Receptors

Scenario Timeframe: Future
Receptor Population: Construction Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Subsurface Soil (5 to 6 feet)	Subsurface Soil (5 to 6 feet)	Subsurface Soil On-site Direct Contact	1,2-Dichloro-ethane	1.2 x 10E-06				1.2x10E-06
			Tetrachl-oroethylene	4.2x10E-06				4.2x10E-06
			Benzidine	2.7x10E-03				2.7x10E-03
			Benzo-a-anthracene	3.0x10E-05				3.0x10E-05
			Benzo-a- pyrene	3.8x10E-05				3.8x10E-05
			Benzo(b) fluoranthene	5.5x10E-06				5.6x10E-06
			Indeno(123-cd)pyrene	3.1x10E-06				3.1x10E-06
			Total PCBs	3.6x10E-05		1.0E-05		4.6x10E-05
			Arsenic	4.5x10E-06		2.8x10E-07		4.5x10E-06
						Total Cancer Risk		2.8x10E-03

Table 5F. Summary of Cancer Risks Greater than 1 x 10E-06 for Specific RME Receptors

Scenario Timeframe: Future
Receptor Population: Construction Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Subsurface Soil (Deep)	Subsurface Soil (Deep)	Subsurface Soil On-site Direct Contact	Tetrachloro ethylene	2.3x10E-06				2.3x10E-06
			Vinyl Chloride	1.5x10E-06				1.5x10E-06
			Benzo(a) pyrene	1.7x10E-06				1.7x10E-06
			Total PCBs	1.1x10E-06				1.1x10E-06
			Arsenic	1.3x10E-06				1.3x10E-06
						Total Cancer Risk		7.9x10E-06

Table 5G. Summary of Cancer Risks Greater than 1 x 10E-06 for Specific RME Receptors

Scenario Timeframe: Future
Receptor Population: Construction Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Ingestion	Inhalation	Dermal	External Radiation	Exposure Routes Total
Subsurface Soil (Very Deep)	Subsurface Soil (Very Deep)	Subsurface Soil On-site Direct Contact	Tetrachloro ethylene	1.3x10E-06				1.3x10E-06
						Total Cancer Risk		1.3x10E-06

Table. 6A. Non-Cancer Health Hazards for RME Individual (HIs > 1.0)

Scenario Timeframe: Current/Future
Receptor Population: On-Site Workers
Receptor Age: Adults

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Primary Target Organ	Ingestion	Inhalation	Dermal	Exposure Routes total
Surface Soil (0 to 2 Feet)	Surface Soil (0 to 2 feet)	On-Site Direct Contact	Aroclor 1242	Reduced Birthweight	100.0		190.0	290.0
			Aroclors 1248, 1254, and 1260	Immune System	2		3.8	5.8
						Total Soil - HI		295.8
Ground-water	Ground-water	Groundwater Direct Contact	Benzene	Blood	24.0			24.0
			Chloroform	Liver	600			600
			Chloro-benzene	Liver	2.0			2.0
			1,2-Dichloro-ethane	GI	150.0			150.0
			1,2-dichloro-ethylene (trans)	Blood	32.0			32.0
			Tetrachloroethyl ene	Liver	24.0			24.0
			Toluene	Kidney	4.4			4.4
			Methylene chloride	Liver	33.0			33.0
			Trichloro-ethylene	NOAEL	260.0			260.0
			1,1,1-Trichloro-ethane	Liver	2.8			2.8

					Vinyl Chloride	Liver	14.0			14.0
					Nitro-benzene	Liver	1,100			1,100
					Total PCBs	Immune	2,400			2,400
					Arsenic	Skin	100			100
skin	blood	GI	liver	red. Birthweight	immune system	NOAEL	kidney	Total Drinking Water HIs		4,746.2
100	56	150	1775.8	290	2,405.8	260	4.4	Total HIs		5,042.0

Table. 6B. Non-Cancer Health Hazards for CTE Individual (HIs > 1.0)

Scenario Timeframe: Current/Future
Receptor Population: On-Site Workers
Receptor Age: Adults

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Primary Target Organ	Ingestion	Inhalation	Dermal	Exposure Routes total
Surface Soil (0 to 2 Feet)	Surface Soil (0 to 2 feet)	On-Site Direct Contact	Aroclor 1242	Reduced Birthweight	92.0		17	109
			Aroclors 1248, 1254, and 1260	Immune System	1.8		0.33	2.1
						Total Soil - HI		111.1
Ground-water	Ground-water	Ground-water direct contact	Benzene	Blood	15.0			15.0
			Chloroform	Liver	370			370
			Chlorobenzene	Liver	1.2			1.2
			1,2-Dichloroethane)	GI	95.0			95.0
			1,2-dichloroethylene (trans)	Blood	19.0			19.0
			Tetrachloroethylene	Liver	15.0			15.0
			Toluene	Kidney	2.7			2.7
			Methylene chloride	Liver	20.0			20.0
			Trichloroethylene	NOAEL	160.0			160.0

					1,1,1-Trichloroethane	Liver	1.7			1.7
					Vinyl Chloride	Liver	8.8			8.8
					Nitrobenzene	Liver	700			700
					Aroclor 1254	Immune	1,500			1,500
					Methyl ethyl ketone	Reduced Birthweight	20.0			20.0
					Arsenic	Skin	62			62
skin	blood	GI	liver	red. birthweight	immune system	NOAEL	kidney	Total Drinking Water HIs		2,970.4
62	34	95	1116.7	129	1502.1	160	2.7	Total HIs		3,101.5

Table. 6C. Non-Cancer Health Hazards for RME Individual (HIs > 1.0)

Scenario Timeframe: Future Receptor Population: Trespassers Receptor Age: Adolescents								
Medium	Exposure Medium	Exposure Point	Chemical of Concern	Primary Target Organ	Ingestion	Inhalation	Dermal	Exposure Routes total
Surface Soil (0 to 2 Feet)	Surface Soil (0 to 2 feet)	On-Site Direct Contact	Aroclor 1242	Reduced Birthweight	110.0		120.0	230.0
			Aroclors 1248, 1254, and 1260	Immune System	2		2.3	4.3
						Total Soil - HI		234.3

Table. 6D. Non-Cancer Health Hazards for CTE Individual (HIs > 1.0)

Scenario Timeframe: Future
Receptor Population: Trespassers
Receptor Age: Adolescents

Medium	Exposure Medium	Exposure Point	Chemical of Concern	Primary Target Organ	Ingestion	Inhalation	Dermal	Exposure Routes total
Surface Soil (0 to 2 Feet)	Surface Soil (0 to 2 feet)	On-Site Direct Contact	Aroclor 1242	Reduced Birthweight	26.0		12.0	38.0
						Total Soil - HI		38.0

Table. 6E. Non-Cancer Health Hazards for RME Individual (HIs > 1.0)

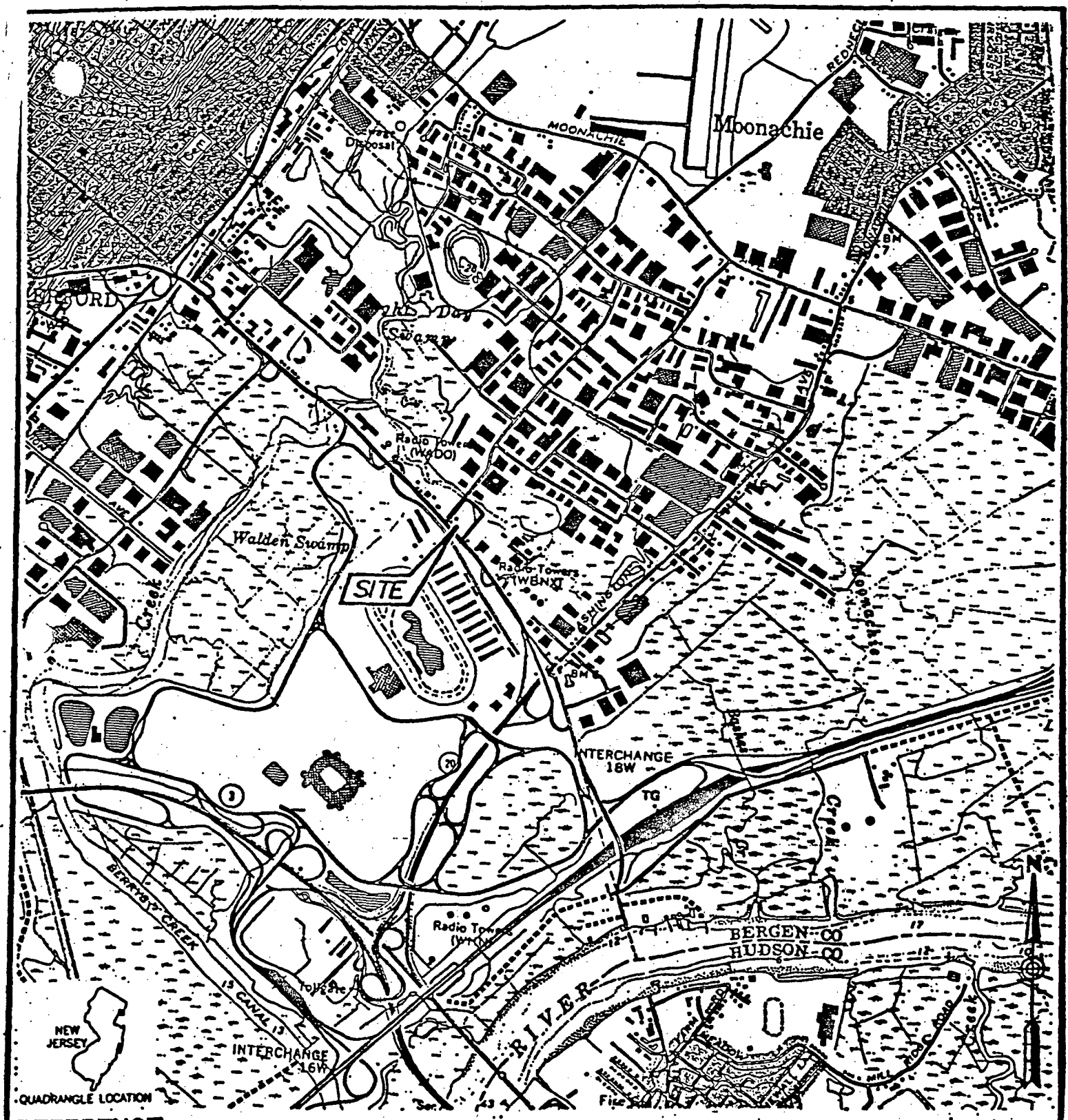
Scenario Timeframe: Current/Future Receptor Population: Construction Workers Receptor Age: Adults								
Medium	Exposure Medium	Exposure Point	Chemical of Concern	Primary Target Organ	Ingestion	Inhalation	Dermal	Exposure Routes total
Subsurface Soil (5 to 6 Feet)	Subsurface Soil (5 to 6 feet)	On-Site Direct Contact	Total PCBs	Reduced Birthweight	24.0		6.9	30.9
						Total Soil - HI		30.9

APPENDIX B

LIST OF SETTLING DEFENDANTS

1. 3M Company
2. Air Products and Chemicals, Inc.
3. Akzo Nobel Coatings, Inc.
4. Altje, Inc.
5. American Cyanamid - Lederle Labs - Shulton, Inc.
6. American Standard Companies
7. Ashland Inc.
8. ATOFINA Chemicals, Inc.
9. BASF Corporation
10. Bayer Chemicals Corporation
11. Bee Chemical Company
12. Benjamin Moore & Co.
13. Ber Mar Manufacturing Corp.
14. Borden Chemical, Inc.
15. Bristol-Myers Squibb Company
16. Browning-Ferris Industries of New Jersey
17. Chemcoat Inc.
18. Chemical Pollution Control, Inc. of NY
19. Ciba Specialty Chemicals Corporation
20. CNA Holdings, Inc.
21. Congoleum Corporation
22. Crown Beverage Packaging Company, Inc.
23. Cycle Chem, Inc.
24. Dri Print Foils, Inc.
25. DuPont Company
26. Exxon Mobil Corporation
27. ExxonMobil Oil Corporation
28. General Electric Company
29. General Motors Corporation
30. Hoffmann-La Roche, Inc.
31. Honeywell International Inc.
32. ISP Environmental Services Inc.
33. John L. Armitage & Co.
34. Johnson & Johnson
35. Kirker Enterprises, Inc.
36. L.E. Carpenter & Company
37. Lucent Technologies Inc.
38. Mack Trucks, Inc.
39. Magid Corp.
40. Mallinckrodt Baker, Inc.

41. Manor Care of America, Inc.
42. Manor Care Health Services, Inc.
43. Marisol, Inc.
44. Merck & Co., Inc.
45. Monroe Chemical, Inc.
46. Nepera, Inc.
47. New England Laminates Co., Inc.
48. Northrop Grumman Systems Corporation
49. Occidental Chemical Corporation
50. PAXAR Corporation
51. Permacel, Inc.
52. Pfizer Inc.
53. Pharmacia Corporation
54. Portfolio One, Inc.
55. Revlon Consumer Products Corporation
56. Roche Vitamins Inc.
57. Rohm and Haas Company
58. Schenectady International, Inc.
59. Seagrave Coatings Corp. (NJ)
60. Siegfried (USA), Inc.
61. Simon Wrecking Company, Inc.
62. SmithKline Beecham Corporation
63. Technical Coatings Co.
64. The Continental Group, Inc.
65. The Dow Chemical Company
66. The Warner Lambert Co., LLC
67. Union Carbide Corporation
68. United Technologies Corporation
69. VIACOM Inc.



REFERENCE

1.) USGS 7.5 MINUTE WEEHAWKEN QUADRANGLE, NEW JERSEY – NEW YORK, DATE 1967, PHOTOREVISED 1981.

2000 0 2000
scale feet

SITE LOCATION MAP

STATEMENT OF WORK
Scientific Chemical Processing Site, Carlstadt, NJ

I. WORK TO BE PERFORMED

The objectives of the work (hereinafter "Work," as defined in Section IV of the Consent Decree (the "Consent Decree") to which this Statement of Work (SOW) is attached) to be conducted at the Scientific Chemical Processing Site (Site) are to implement the remedy selected in the Environmental Protection Agency's (EPA's) August 12, 2002 Record of Decision (ROD) for the Site, attached as Appendix A to the Consent Decree. The Settling Defendants shall finance and perform the Work in accordance with the Consent Decree, the ROD, and this SOW, including all terms, conditions and schedules set forth herein or developed and approved hereunder.

The major components of the Selected Remedy follow:

- Air stripping of the Hot Spot area until levels of Volatile Organic Compounds are reduced to whichever is more stringent: 90% lower than current levels, the average VOC levels in the Fill Area outside the Hot Spot, or to a level where interference with stabilization will not occur. VOCs released during treatment will be collected and treated on site, or adsorbed to assure no negative impacts to the surrounding community.

- Soil stabilization of the Hot Spot using cement and lime, so that the Hot Spot is solidified to performance standards to be developed during the design phase of the remedy, including but not to limited the requirements concerning stabilization set forth on page 30 of the ROD. The solidification and stabilization will effect containment of polychlorinated byphenols (PCBs) and other non-volatile or semi-volatile contaminants

- Installation of a landfill cap over the entire Fill Area. The cap will consist of a 2-foot thick "double containment" cover system, which will be constructed over the entire area currently circumscribed by the existing slurry wall (Fill Area).

- Improvement of the existing, interim groundwater recovery system, which consists of above-ground piping, and recovery wells screened in the Fill Area. The improvements will include the installation of new extraction wells along the perimeter of the site, construction of underground clean utility corridors for the wells, and piping and electrical system to allow more flexibility for future uses of the site. The extracted groundwater will either be collected in the existing above-ground tank for disposal, or pumped, via sewer connection, to the Bergen County Publicly Owned Treatment Works (POTW) for treatment.

- The existing sheet pile wall along Peach Island Creek, which protects the slurry wall along the riparian side of the Fill Area, will be improved and upgraded.

- Implementation of institutional controls to restrict use of the property and otherwise ensure the effectiveness of the remedy.

As defined in the ROD, the Hot Spot refers to a sludge area of approximately 4,000 square feet in areal extent and consisting predominantly of sludge material and fine-grained soil with little debris. A surficial layer of fill, approximately 0.5 to 8 feet thick, overlies the sludge and, based on an average thickness of 10 feet, the volume of the sludge Hot Spot is approximately 1,480 cubic yards.

The ROD provides that, if appropriate performance standards for treatment, solidification and containment are not met with the Hot Spot treatment portion of the remedy, then removal of the Hot Spot will be performed. In the event Hot Spot removal is required pursuant to the ROD and paragraph 13 of the Consent Decree, the remedial design and removal action work required under this SOW shall also include design and implementation of the Hot Spot removal work.

II. PERFORMANCE STANDARDS

The Remedial Design shall be designed to achieve compliance with the Performance Standards, which shall include and be consistent with the requirements set forth in pages 30-33 of the ROD. The Remedial Design shall also be designed to achieve compliance with all legally applicable and relevant and appropriate requirements (ARARs), including but not limited to substantive requirements promulgated under the Resource Conservation and Recovery Act (RCRA), the New Jersey Technical Requirements for Site Remediation, N.J.A.C. 7-26E et. seq., the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.A.C. 58:10B and applicable local requirements including the Hackensack Development Commission regulations. For state and local requirements, only those substantive requirements that are more stringent than federal requirements and that do not conflict with CERCLA are ARARs.

III. PROJECT SUPERVISION/MANAGEMENT, PROJECT COORDINATOR

1. SUPERVISING CONTRACTOR

The RD, RA, O&M, and any other technical work performed by Settling Defendants pursuant to this Consent Decree shall meet any and all requirements of applicable federal, state and local laws and be performed under the direction and supervision of a qualified licensed professional engineering firm. Within thirty (30) calendar days after lodging of this Consent Decree, Settling Defendants shall notify EPA, in writing, of the name, title, proposed responsibilities and qualifications of the Supervising Contractor. All plans and specifications shall be prepared under the supervision of, and signed/certified by, a licensed New Jersey professional engineer. Selection of the Supervising Contractor shall be subject to approval by EPA.

2. PROJECT COORDINATOR

Within thirty (30) calendar days after lodging of this Consent Decree, Settling Defendants shall notify EPA, in writing, of the name and title of the Project Coordinator who may be an employee of the Supervising Contractor. The Project Coordinator shall be responsible for the day to day management of all Work to be performed pursuant to this Consent Decree. The Project Coordinator shall have adequate technical and managerial experience to manage all Work described in this Statement of Work and under this Consent Decree. The Project Coordinator shall be knowledgeable at all times about all matters relating to activities regarding the RD and RA. The Project Coordinator shall be the primary contact for EPA on all matters relating to Work at the Site and should be available for EPA to contact during all working days. The Project Coordinator shall not be an attorney.

IV. REMEDIAL DESIGN ACTIVITIES

The RD activities to be performed in the implementation of the selected remedy for the Site include the following:

A. Develop plans and specifications to treat the Hot Spot in-situ, via air stripping and, to the extent necessary and if approved by EPA, additional methodologies*, so as to reduce the arithmetic mean total concentration of volatile organic compounds to whichever is the more stringent of: 10% of the arithmetic mean of untreated samples taken during the Treatability Study ("current levels"); the arithmetic mean total concentration of volatile organic compounds within the area of concern outside the Hot Spot (estimated at 1000 ppm based on RI data); or a level which will not interfere with stabilization achieving the requirements set forth in IV.B. below.

B. Develop plans and specifications to add cement and lime, or if approved by EPA alternate additives in addition to or in place of cement and lime*, to solidify and stabilize the Hot Spot to achieve both an arithmetic mean unconfined compressive strength of at least 15 psi and at least a 90% reduction in the arithmetic mean Synthetic Precipitation Leaching Procedure (SPLP) leachability of PCBs when compared to untreated samples analyzed in the Treatability Study. In addition the solidification/stabilization treatment must achieve a 90% reduction in the arithmetic mean SPLP leachability for the contaminants listed in Table 1 when compared to untreated samples analyzed in the Treatability Study or the SPLP leached extract must comply with the respective Maximum Concentrations from Table 1.

C. Develop plans and specifications to design a cap consisting of a two foot thick double containment cover system, to be constructed over the entire Fill Area. Acceptable cap sections include, but are not limited to, those detailed in Figure 2 of the Focused Feasibility Study.

D. Develop plans and specifications for installation of new extraction wells along the perimeter of the Site within the Fill Area that will be screened within the fill material, so that ground water may be extracted as necessary to achieve long term inward hydraulic gradients within the Fill Area, where practical.

E. Develop plans and specifications to collect and dispose of pumped shallow groundwater.

F. Develop plans and specifications for underground clean utility corridors for wells, piping and electrical systems.

G. Design and develop plans and specifications to improve and upgrade the existing sheet pile wall along Peach Island Creek. The improvements may consist of removing the sheet pile wall above the mud line of Peach Island Creek and laying back the slope to a suitable angle for impermeable capping with an HDPE geomembrane overlain by suitable stream-bank slope protection. The slope cap shall extend to the slurry wall and be tied into the impermeable cap on the rest of the Site.

Soils excavated as part of this work shall be consolidated on Site beneath the impermeable cap, or characterized and disposed off-site in accordance with applicable regulations. If all or part of the existing sheet pile wall is removed, it will be replaced by improvements adequate to protect the existing slurry wall.

H. Develop plans and specifications for the performance of air monitoring during construction/remedial activities at the Site to ensure that air emissions resulting from the activities meet applicable or relevant and appropriate air emission requirements.

I. Prepare a plan and specifications for establishing institutional controls (i.e., deed restrictions) to prevent potential future damage to the cap or exposure to capped materials.

V. REMEDIAL DESIGN WORK PLAN

Within ninety (90) days of the date on which Settling Defendants receives written notification from EPA of the approval of the Supervising Contractor, Settling Defendants shall submit a detailed Remedial Design Work Plan for the design of the selected remedy to EPA for review and approval, with a copy to the State. The Remedial Design Work Plan shall provide for the collection of all data needed for performing the necessary RD activities.

The Work Plan shall comply with CERCLA and relevant EPA guidance, including the EPA document entitled *Guidance on Oversight of Remedial Designs and Remedial Actions performed by Potentially Responsible Parties*, (OSWER directive 9355.5-01, EPA/540/g-90-001), dated April 1990 and shall be in conformance, *inter alia*, with the *Superfund Remedial Design and Remedial Action Guidance*, dated June 1986, and other relevant EPA guidance documents.

The Remedial Design Work Plan shall include plans and schedules for implementation of RD tasks, and shall include, but not be limited to, the items listed in V.A.-C. below. The Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HSP) submissions required below may each be a single RD-specific document or can utilize the QAPP and HSP approved by EPA for the Site RI/FS, along with appropriate addenda or revisions to these plans, as necessary, to accomplish the RD tasks. In either format, the submissions shall comply with the requirements specified in V.A. and B. below. The Field Sampling Plan (FSP) (if deemed necessary by EPA) approved by EPA for the Site RI/FS may also be utilized with appropriate addenda or revisions, as necessary, to accomplish the RD tasks.

A. Quality Assurance/Quality Control Project Plan

A Quality Assurance/Quality Control Project Plan (QAPP) shall be prepared consistent with EPA *Requirements for Quality Assurance Project Plans for Environmental Data Operations*, (EPA QA/R-5, October 1998), and shall include the following elements:

1. A detailed description of the sampling, analysis, and monitoring that shall be performed during the RD phase, consistent with this SOW, the ROD, and the Consent Decree. At a minimum, the QAPP shall provide the following:

   a. A plan for further delineation, if determined appropriate by EPA, of the

sludge material that constitutes the Hot Spot to be treated;

b. A plan for sampling shallow soils in the area between the slurry wall and the existing sheet pile wall, especially in the area adjacent to the Hot Spot, and

c. A plan for additional shallow groundwater sampling, unless deemed unnecessary by EPA, to evaluate the continued effectiveness of the slurry wall.

2. All sampling, analysis, data assessment, and monitoring shall be performed in accordance with the *Region II CERCLA Quality Assurance Manual*, Revision 1, EPA Region 2, dated October 1989, and any updates thereto and the guidelines set forth in the Consent Decree. All testing methods and procedures shall be fully documented and referenced to established methods or standards.

3. The QAPP shall also specifically include the following items:

   a. An explanation of the way(s) the sampling, analysis, and monitoring will produce data for the RD phase;

   b. A detailed description of the sampling, analysis, and testing to be performed, including sampling methods, analytical and testing methods, sampling locations and frequency of sampling;

   c. A map depicting sampling locations; and

   d. A schedule for performance of specific tasks.

4. In the event that additional sampling locations and analyses are utilized or required, Settling Defendants shall submit to EPA an addendum to the QAPP for approval by EPA.

5. The QAPP shall address the following elements:

Project Management

a. Title and Approval Sheet
b. Table of Contents and Document Control Format
c. Distribution List
d. Project/Task Organization and Schedule
e. Problem Definition/Background
f. Project/Task Description
g. Quality Objectives and Criteria for Measurement Data
h. Special Training Requirements/Certification
i. Documentation and Records

Measurement/Data Acquisition

j. Sampling Process Design
k. Sampling Methods Requirements
l. Sample Handling and Custody Requirements
m. Analytical Methods Requirements
n. Quality Control Requirements
o. Instrument/Equipment Testing, Inspection, and Maintenance Requirements
p. Instrument Calibration and Frequency
q. Inspection/Acceptance Requirements for Supplies and Consumables
r. Data Acquisition Requirements (Non-Direct Measurements)
s. Data Management

Assessment/Oversight

t. Assessments and Response Actions
u. Reports to Management

Data Validation and Usability

v. Data Review, Validation, and Verification Requirements
w. Validation and Verification Methods
x. Reconciliation with Data Quality Objectives

6. In order to provide quality assurance and maintain quality control with respect to all samples to be collected, Settling Defendants shall ensure the following:

   a. Quality assurance and chain-of-custody procedures shall be performed in accordance with standard EPA protocol and guidance, including the *Region II CERCLA Quality Assurance Manual, Revision 1*, EPA Region 2, dated October 1989, and any updates thereto, and the guidelines set forth in this Consent Decree.

   b. The laboratory to be used must be specified. If the laboratory participates in the Contract Laboratory Program (CLP), or if the laboratory takes quarterly Performance Evaluations (PE) for the analyses to be performed for this investigation, then project specific PE samples will not be required. If the proposed laboratory does not participate in the CLP, or does not analyze PE samples quarterly for the analyses required, then PE samples must be analyzed to demonstrate the capability to conduct the required analysis prior to being approved for use. Once a non-CLP laboratory has been selected, the laboratory should submit a copy of their Laboratory Quality Assurance Program Plan to EPA for review and approval. Only laboratories that are either part of CLP and/or NJDEP certified will be used.

      For any analytical work performed at a non-CLP laboratory, including that done in a fixed laboratory, in a mobile laboratory, or in on-site screening analyses, Settling Defendants must submit to EPA a "Non-CLP Superfund Analytical Services Tracking System" form for each laboratory utilized during a sampling event, within thirty (30) days after acceptance of the

analytical results. Upon completion, such documents shall be submitted to the EPA Project Coordinator, with a copy of the form and transmittal letter to:

Regional Sample Control Center Coordinator
EPA Region 2
Division of Environmental Science & Assessment
2890 Woodbridge Avenue, Bldg. 209, MS-215
Edison, NJ 08837

c. The laboratory utilized for analyses of samples must perform all analyses according to accepted EPA methods as documented in the *Contract Lab Program Statement of Work for Organic Analysis*, (OLM04.2) or the latest revision, and the *Contract Lab Program Statement of Work for Inorganic Analysis*, (ILM04.0) or the latest revision, or other EPA approved methods.

d. Unless indicated otherwise in the approved QAPP, all data will be validated upon receipt from the laboratory.

e. Unless indicated otherwise in the approved QAPP, submission of the validation package (checklist, report, and Form I containing the final data) to EPA, prepared in accordance with the provisions of Subparagraph g., below.

f. Assurance that all analytical data that are validated as required by the QAPP are validated according to the procedures stated in the *EPA Region II Contract Lab Program Organics Data Review and Preliminary Review* (SOP #HW-6, Revision 11), dated June 1996, or the latest revision, and the *Evaluation of Metals Data for the Contract Laboratory Program* (SOP #HW-2, Revision 11), dated January 1992 or the latest revision, or EPA-approved equivalent procedures. Region 2 Standard Operating Procedures are available at: http://www.epa.gov/region02/smb/sops.htm

g. Unless indicated otherwise in the approved QAPP, Settling Defendants shall require deliverables equivalent to CLP data packages from the laboratory for analytical data. Upon the EPA's request, Settling Defendants shall submit to the EPA the full documentation (including raw data) for this analytical data. EPA reserves the right to perform an independent data validation, data validation check, or qualification check on generated data.

h. Settling Defendants shall insert a provision in its contract(s) with the laboratory utilized for analyses of samples, which will require granting access to EPA personnel and authorized representatives of the EPA for the purpose of ensuring the accuracy of laboratory results related to the Site.

B. Health and Safety Contingency Plan (HSCP)

A Health and Safety Contingency Plan (HSCP) for all activities performed under the Consent Decree shall be developed by Settling Defendants to address the protection

of public health and safety and the response to contingencies that could impact public health, safety, and the environment. The HSCP shall satisfy the requirements of the *Occupational Safety and Health Guidance for Hazardous Waste Site Activities*, (June 1990, DHHS NIOSH Publication No. 90-117), and the Occupational Safety and Health Administration, U.S. Department of Labor (OSHA) requirements cited below:

1. All site activities shall be performed in such a manner as to ensure the safety and health of personnel so engaged. All Site activities shall be conducted in accordance with all pertinent general industry (29 CFR Part 1910) and construction (29 CFR Part 1926) OSHA standards, and EPA's *Standards Operating Safety Guides* (OSWER, 1988), as well as any other applicable State and municipal codes or ordinances. All Site activities shall comply with those requirements set forth in OSHA's final rule entitled *Hazardous Waste Operations and Emergency Response*, 29 CFR §1910.120, Subpart H.

2. The HSCP shall include, at a minimum, the following elements:

   a. Plans showing the location and layout of any temporary facilities to be constructed on or near the Site;

   b. Description of the known hazards and evaluation of the risks associated with the Site and the potential health impacts related to the Site activities;

   c. List of key personnel and alternates responsible for Site safety, response operations, and protection of the public;

   d. Description of levels of protection (based on specified standards) to be utilized by all personnel;

   e. Delineation of Work, decontamination, and safe zones, and definitions of the movement of zones;

   f. Description of decontamination procedures for personnel and equipment, and handling and removal of disposable clothing or equipment;

   g. Incidental emergency procedures which address emergency care for personnel injuries and exposure problems, and containment measures. These procedures shall include evacuation routes, internal and external communications procedures for response to fire, explosion, or other emergencies, the name of the nearest hospital and the route to that hospital. Local agencies with the capability to respond to emergencies shall be identified and their capabilities shall be described.

   h. Description of the personnel medical surveillance program in effect;

   i. Description of monitoring for personnel safety;

j. Description of routine and special personnel training programs; and

k. Description of an air monitoring program to determine concentrations of airborne contaminants to which workers on-Site and persons near the Site boundary may be exposed. The results of work-zone air monitoring may be used as a trigger for implementing Site-boundary air monitoring, additional control measures, and/or cessation of work.

C. Description of Remedial Design Tasks

The Remedial Design Work Plan shall include a detailed description of all other RD tasks (see Sections IV. and V., above) to be performed, along with a schedule for performance of those tasks. Such tasks shall include, at a minimum, the preparation of the RD Reports required by Section VIII., below, and tasks necessary to ensure compliance with ARARs, as outlined herein and in the ROD. The Remedial Design Work Plan shall include an outline of the requirements of the RD Reports.

1. Access and Other Approvals

The Remedial Design Work Plan shall include descriptions of any approvals and institutional controls which Settling Defendants will need to comply with the Consent Decree, with the exception of those approvals needed from the EPA. This description shall detail how such approvals will be sought, and shall include a schedule for obtaining all necessary approvals. Such approvals shall include the consent of owners of property at or near the Site regarding access to conduct sampling, monitoring or other activities, in accordance with the Consent Decree, and approval from any off-site facility accepting waste materials from the Site. This description shall be amended if subsequent approvals are required.

2. RD Schedules, Draft Schedule for Remedial Action, O&M, and Monitoring

The Remedial Design Work Plan shall include a schedule covering all RD activities, including but not limited to, the submittal of the RD Reports listed in Section VIII., below. The Remedial Design Work Plan shall also include a draft schedule for remedial action (RA), O&M, and monitoring activities. The schedule shall be in the form of a task/subtask activity bar chart or critical path method sequence of events. The schedules are dependent on EPA approval of project documents.

3. The draft schedule for RA and monitoring activities may be revised during the remedial process, subject to the EPA's approval.

VI. APPROVAL OF REMEDIAL DESIGN WORK PLAN

EPA will either approve the Remedial Design Work Plan, or require modification of such

plan, in accordance with the procedures set forth in Section XI of the Consent Decree. Settling Defendants shall implement the EPA-approved Remedial Design Work Plan in accordance with the schedules contained therein.

VII. REMEDIAL DESIGN

Settling Defendants shall perform the RD activities in conformance with the Remedial Design Work Plan approved by the EPA and within the time frames specified in the RD schedule contained therein. The RD shall include the preparation of a Preliminary RD Report (35% completion), a pre-final RD Report (95% completion) and a Final RD Report (100% completion).

A. Preliminary, Pre-Final and Final RD Reports

The reports shall be submitted to the EPA and NJDEP in accordance with the schedule set forth in the approved Remedial Design Work Plan. Each RD report shall include a discussion of the design criteria and objectives, with emphasis on the capacity and ability to meet design objectives successfully. Each report shall also include the plans and specifications that have been developed at that point in time, along with a design analysis. The design analysis shall provide the rationale for the plans and specifications, including results of all sampling and testing performed, supporting calculations and documentation of how these plans and specifications will meet the requirements of the ROD and shall provide a discussion of any impacts these findings may have on the RD. The design reports shall also include the following items (to the extent that work has been performed regarding the items).

1. A technical specification for photographic documentation of the remedial construction work;

2. A discussion of the manner in which the RA will achieve the Performance Standards;

3. A plan for establishing institutional controls (*i.e.*, deed restrictions); and

4. A draft schedule for remedial action activities, and a preliminary schedule for O&M and monitoring activities.

B. Additional Preliminary RD Report Requirements

The preliminary RD report shall include discussion and evaluation of the RD activities performed under Section IV., above, and their results, preliminary design drawings showing general arrangement of all Remedial Action work planned, and, to the extent available, items C.1. and C.2 below.

C. Additional Pre-Final and Final RD Report Requirements

The pre-final and final RD reports shall include final plans and specifications, and, shall also include:

1. A discussion of the manner in which the design components detailed in Section IV., above, for the Remedial Action are considered in the design;

2. Table of Contents for the specifications, including a listing of items from the Construction Specifications Institute master format that are expected to be included in the construction specifications. This master format is presented in the Construction Specifications Institute's *Manual of Practice*, 1985 edition, available from the Construction Specifications Institute, 601 Madison Street, Alexandria, Virginia 22314;

3. Engineering plans representing an accurate identification of existing Site conditions and an illustration of the work proposed. Typical items to be provided on such drawings include, at a minimum, the following:

   a. Title sheet including at least the title of the project, a key map, the name of the designer, date prepared, sheet index, and EPA/NJDEP Project identification;

   b. All property data including owners of record for all properties within 200 feet of the Site;

   c. A Site survey including the distance and bearing of all property lines that identify and define the project Site;

   d. All easements, rights-of-way, and reservations;

   e. All buildings, structures, wells, facilities, and equipment (existing and proposed) if any;

   f. A topographic survey, including existing and proposed contours and spot elevations for all areas that will be affected by the remedial activities, based on U.S. Coast and Geodetic Survey data;

   g. All utilities, existing and proposed;

   h. Location and identification of all significant natural features including, *inter alia*, wooded areas, water courses, wetlands, flood hazard areas, and depressions;

   i. Flood hazard data and 100-year and 500-year flood plain delineation;

   j. North arrow, scale, sheet numbers and the person responsible for preparing

each sheet;

k. Decontamination areas, staging areas, borrow areas and stockpiling areas;

l. Miscellaneous detail sheets;

m. Definitions of all symbols and abbreviations; and

n. A specification for a sign at the site. The sign should describe the project, the name of the contractor performing the RD/RA work or the PRP Group, state that the project is being performed under EPA oversight, and provide EPA contact for further information.

4. Survey work that is appropriately marked, recorded and interpreted for mapping, property easements and design completion;

5. Drawings of all proposed equipment, improvements, details and all other construction and installation items to be developed in accordance with the current standards and guidelines of the State of New Jersey . Drawings shall be of standard size, approximately 24" x 36". A list of drawing sheet titles will be provided;

6. Engineering plans (as necessary) indicating, at a minimum, the following:

   a. Site security measures;

   b. Roadways; and

   c. Electrical, mechanical, structural, as required.

7. Any value engineering proposals.

8. A Construction Quality Assurance Project Plan (CQAPP), which shall detail the approach to quality assurance during construction activities at the Site, shall specify a quality assurance official (QA Official), independent of the Remedial Action Contractor, to conduct a quality assurance program during the construction phase of the project. The CQAPP shall address sampling, analysis, and monitoring to be performed during the remedial construction phase of the Work. Quality assurance items to be addressed include, at a minimum, the following:

   a. Inspection and certification of the Work;

   b. Measurement and daily logging;

   c. Field performance and testing;

d. As-built drawings and logs; and

e. Testing of the RA Work to establish whether the design specifications have been attained. Test methods appropriate to the RA, including, but not limited to, testing of the treated Hot Spot materials to assure that design specifications are met, shall be specified.

9. A report describing those efforts made to secure access and institutional controls and obtain other approvals and the results of those efforts (see Section VI. C., above). Legal descriptions of property or easements to be acquired shall be provided.

10. A plan for implementation of construction and construction oversight.

11. A method for selection of the construction contractor(s).

12. A proposed schedule for implementing all of the above.

VIII. APPROVAL OF RD REPORTS

A. EPA will review and comment on the RD Reports. Settling Defendants shall make those changes required by the EPA's comments/modifications in accordance with the procedures set forth in Section XI of the Consent Decree.

B. Changes required by EPA's comments on the Preliminary RD Report shall be made in the pre-Final RD Report. Changes required by EPA's comments on the pre-Final RD Report shall be made in the Final RD Report.

C. EPA will either approve the Final RD Report or require modifications, in accordance with the procedures set forth in Section XI of the Consent Decree.

IX. REMEDIAL ACTION

A Within sixty (60) days after approval of the Final Design Report by EPA, or such longer period as may be approved by EPA, Settling Defendants shall award a contract for the RA.

B. Within sixty (60) days of the award of the RA contract, or such longer period as may be approved by EPA, Settling Defendants shall submit an RAWP for remedial construction activities. Each RAWP shall include, at a minimum, the following items:

1. If applicable, a "Request for Modification of Approved Final RD Report," including any requests for modification of the approved Final Design Report,

based on construction methods identified by the contractor(s), or proposed modification of the construction schedule developed under Section VIII., above, or any other requests for modification, subject to EPA approval in its sole discretion.

2. A Site Management Plan (SMP) for RA activities. The SMP for RA shall include, at a minimum, the following items:

   a. Tentative identification of the RA Project Team (including, but not limited to the Construction Contractor).

   b. A final schedule for the completion of the RA and all major tasks therein, as well as a schedule for completion of required plans, and other deliverables (see Section VII. C., above).

   c. Methodology for implementation of the Construction Quality Assurance Project Plan (developed during the RD).

   d. Procedures and plans for the decontamination of construction equipment and the disposal of contaminated materials.

   e. Methods for satisfying any permitting requirements.

   f. Discussion of the methods by which construction operations shall proceed. Discussion shall include the following:

      (1) Timing of and manner in which activities shall be sequenced;

      (2) Preparation of the Site including security, utilities, decontamination facilities, construction trailers, and equipment storage;

      (3) Coordination of construction activities;

      (4) Site maintenance during the RA;

      (5) Coordination with local authorities regarding contingency planning and potential traffic obstruction; and

      (6) Entry and access to the Site during the construction period(s) and periods of inactivity, including provisions for decontamination, erosion control, and dust control.

      (7) Identification of all off-site facilities to which Site material will be sent, and description, for each facility, of the proposed materials for disposal and method of management of those materials.

      (8) Implementation of the photograph/slide plan to record the progress of

the remedial construction work.

g. Discussion of construction quality control, including:

(1) Methods of performing the quality control inspections, including when inspections should be made and what to look for;

(2) Control testing procedures for each specific test. This includes information which authenticates that personnel and laboratories performing the tests are qualified and the equipment and procedures to be used comply with applicable standards;

(3) Procedures for scheduling and managing submittals, including those of subcontractors, off-Site fabricators, suppliers, and purchasing agents; and

(4) Reporting procedures including frequency of reports and report formats.

h. Procedures to be used to determine whether performance standards are being achieved, including, but not limited to, the performance standards for Hot Spot VOC reduction and soil stabilization, and reporting procedures and frequency for results of such testing.

3. A Quality Assurance/Quality Control Project Plan (QAPP) for the Remedial Construction phase of the Work shall be prepared consistent with EPA *Requirements for Quality Assurance Project Plans for Environmental Data Operations*, (EPA QA/R-5, October 1998) (see Section V. A., above, for QAPP requirements).

4. An updated HSCP for the Remedial Construction phase of the Work (see Section V. B., above, for HSCP requirements). The HSCP shall address health and safety measures to be implemented and observed by construction personnel, as well as recommended health and safety measures for the adjacent community and general public. The HSCP shall include the name of the person responsible in the event of an emergency situation, as well as the necessary procedures that must be taken in the event of an emergency, as outlined in the Consent Decree.

C. Approval of Remedial Action Work Plan

EPA will either approve the RAWP or require modification of it in accordance with the procedures set forth in Section XI of the Consent Decree.

D. Performance of Remedial Construction

1. Upon the EPA's written approval of the RAWP for a given Remedial Work Element, Settling Defendants shall initiate and perform the remedial

construction in accordance with the RAWP and the approved Final Design Report, which includes the approved remedial construction schedule.

2. During performance of the remedial construction, Settling Defendants may identify and request EPA approval for field changes to the approved RAWP, Final Design Report and construction schedule, as necessary, to complete the work. EPA will either approve, disapprove, or require modification of any requests for field changes in accordance with the procedures set forth in Section XI of the Consent Decree.

E. Operation and Maintenance Manual

1. No later than 90 days prior days prior to the scheduled completion date of the remedial construction phase Settling Defendants shall submit to the EPA an O&M Manual. The O&M Manual shall conform to the EPA guidelines contained in *Considerations for Preparation of Operation and Maintenance Manuals*, EPA 68-01-0341.

2. The O&M Manual shall include, at a minimum, the following:

   a. An amended QAPP for O&M activities, including monitoring, consistent with Section V.A., above.

   b. An HSCP for O&M activities consistent with Section V.B., above.

   c. A discussion of potential operating problems and remedies for such problems.

   d. A discussion of alternative procedures in the event of system failure.

   e. A schedule for equipment replacement.

   f. A description of the post remediation monitoring to be performed.

   g. An O&M and monitoring schedule.

3. EPA will either approve the O&M Manual or require modification of it, in accordance with the procedures set forth in Section XI of the Consent Decree.

4. Proposed modifications to the approved O&M Manual may be submitted to EPA for consideration upon completion of construction or thereafter if Settling Defendants can demonstrate that such modifications would enhance and/or maintain operations, maintenance, and/or the environmental monitoring programs.

5. EPA will either approve, disapprove, or require modifications of the request for modification of the O&M Manual in accordance with the procedures set forth in Section XI of the Consent Decree.

6. Settling Defendants shall commence operations and/or maintenance of each element of the OU2 remedy upon its completion, and, following approval of an O&M Manual, such operations and maintenance shall continue thereafter in accordance with the approved O&M Manual.

X. PRE-FINAL AND FINAL INSPECTIONS, REMEDIAL ACTION REPORT, NOTICE OF CONSTRUCTION COMPLETION

A. At least fourteen (14) days prior to the completion of construction, Settling Defendants and their contractor(s) shall be available to accompany EPA personnel and/or their representatives on a pre-final inspection. The pre-final inspection shall consist of a walkover of the Site to determine the completeness of the construction its consistency with the RD Reports, the Consent Decree, the ROD and applicable federal and state laws, rules, and regulations.

B. Following the pre-final inspection, EPA will either specify the necessary corrective measures to the construction phase of the Remedial Action, or determine that construction is complete. If EPA requires corrective measures, Settling Defendants shall undertake the corrective measures according to a schedule approved by EPA. Within fourteen (14) days after completion of the construction of the corrective measures, Settling Defendants and their contractor(s) shall be available to accompany EPA personnel or their representatives on an inspection as provided for in the preceding paragraph. Said inspection will be followed by further directions and/or notifications by EPA as provided above in this paragraph.

C. Within twenty-one (21) days of the date that Settling Defendants concludes that they have met the Performance Standards as specified in the ROD and this SOW, Settling Defendants shall schedule and conduct a final inspection to be attended by Settling Defendants, EPA, NJDEP, and/or their respective representatives. The final inspection will consist of a walk-through of the project to determine the completeness of the RA and its consistency with the ROD, this SOW, and the consent decree. EPA may direct Settling Defendants to correct any deficiencies identified during the inspection. Settling Defendants shall implement the tasks necessary to correct any deficiencies in accordance with the specifications and schedules established by EPA.

D. Within fourteen (14) days of completion of the tasks, Settling Defendants shall be available to accompany EPA and NJDEP personnel and/or their respective representatives on a follow-up inspection. Within one hundred and twenty (120) days of EPA's determination that construction is complete as set forth in Subsection B., above, Settling Defendants shall submit a Draft Remedial Action Report, as set forth in Subsection E., below.

E. The Draft RA Remedial Action Report set forth in Subsection D, above, shall include the following sections:

1. Introduction

a. Include a brief description of the location, size, environmental setting, and operational history of the site.

b. Describe the operations and waste management practices that contributed to contamination of the site.

c. Describe the regulatory and enforcement history of the site.

d. Describe the major findings and results of site investigation activities.

e. Describe prior removal and remedial activities at the site.

2. Background

a. Summarize requirements specified in the ROD. Include information on the cleanup goals, institutional controls, monitoring requirements, operation and maintenance requirements, and other parameters applicable to the design, construction, operation, and performance of the RA.

b. Provide additional information regarding the basis for determining the cleanup goals, including planned future land use.

c. Summarize the RD, including any significant regulatory or technical considerations or events occurring during the preparation of the RD.

d. Identify and briefly discuss any ROD amendments, explanation of significant differences, or technical impracticability waivers.

3. Construction Activities

a. Provide a step-by-step summary description of the activities undertaken to construct and implement the RA (*e.g.*, mobilization and site preparatory work; operation of the treatment/stabilization technology; associated site work, such as fencing and water collection and control; and sampling activities).

b. Refer the reader to the Appendices for characteristics, site conditions, and operating parameters for the system.

4. Chronology of Events

a. Provide a tabular summary that lists the major events for the RA and associated dates of those events, starting with ROD signature.

b. Include significant milestones and dates, such as, remedial design submittal and approval; ROD amendments; mobilization and construction for the

remedy; significant operational events such as treatment system, application start-up, monitoring and sampling events, system modifications, operational down time, variances or noncompliance situations, and final shutdown or cessation of operations; final sampling and confirmation-of-performance results; required inspections; demobilization; and startup of post-construction operation & maintenance activities.

5 Performance Standards and Construction Quality Control

c. Describe the overall performance of the technology in terms of comparison to Performance Standards.

d. For treatment remedies, identify the quantity of material treated, the strategy used for collecting and analyzing samples, and the overall results from the sampling and analysis effort.

e. Provide an explanation of the approved construction quality assurance and construction quality control requirements or cite the appropriate reference for this material. Explain any substantial problems or deviations.

f. Provide an assessment of the performance data quality, including the overall quality of the analytical data, with a brief discussion of QA/QC procedures followed, use of a QAPP, comparison of analytical data with data quality objectives.

6. Final Inspection and Certifications

g. Report the results of the various RA contract inspections, and identify noted deficiencies.

h. Briefly describe adherence to health and safety requirements while implementing the RA. Explain any substantial problems or deviations.

i. Summarize details of the institutional controls (*e.g.*, the type of institutional control, who will maintain the control, who will enforce the control).

j. Describe results of pre-certification inspection.

k. This section shall include a certification statement, signed by a responsible corporate official of one or more of the Settling Defendants or by the Settling Defendants' Project Coordinator, which states the following:

" I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my thorough inquiry of the person or persons who manage the

system, or those persons directly responsible for gathering the information, I certify that, to the best of my knowledge and belief, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

7. Continued Operation and Maintenance Activities

   l. Describe the general activities for post-construction operation and maintenance activities, such as monitoring, site maintenance, and closure activities.

   m. Identify potential problems or concerns with such activities.

8. Summary of Project Costs

   n. Provide the actual final costs for the project. If actual costs are not available, provide estimated costs.

   o. Provide the costs previously estimated in the ROD for the selected remedy, including, as applicable, RA capital costs, RA operating costs, and number of years of operation. Adjust the estimates to the same dollar basis year as the actual project costs, and provide the index used.

   p. Compare actual RA costs to the adjusted ROD estimates. If outside range of -30 to +50 percent, explain the reasons for differences.

   q. For treatment remedies, calculate unit costs based on the sum of the actual RA capital and RA operating costs divided by the quantity of material treated.

   r. Refer the reader to the Appendix for a detailed breakdown of costs.

9. Observations and Lessons Learned

   Provide site-specific observations and lessons learned from the project, highlighting successes and problems encountered and how they were resolved.

10. Contact Information

    Provide contact information (names, addresses, phone numbers, and contract/reference data) for the major design and remediation contractors, as applicable.

11. Appendices: Cost and Performance Summary

s. The specific parameters for documenting cost and performance information are presented in the *Guide to Documenting and Managing Cost and Performance Information for Remediation Projects*, EPA 542-B-98-007.

t. Identify the matrix characteristics and site conditions that most affected the cost and performance, the corresponding values measured for each characteristic or condition, and the procedures used for measuring those characteristics or conditions.

u. Identify the operating parameters specified by the remediation contractor that most affected the cost and performance, the corresponding values measured for each parameter, and the procedures used for measuring those parameters.

v. Provide a detailed breakout of the actual RA capital costs, estimated RA operating costs (costs to operate and maintain the water treatment process).

w. Provide supplemental information in appendices to the Remedial Action Report. These could include a map of the site and operable unit, supplemental performance information, and a list of references.

F. EPA will either approve the Draft Remedial Action Report, thus making it the Final Remedial Action Report, require modifications, and/or require corrective measures to fully and properly implement the Remedial Action(s), in accordance with Subsection X.B. or C., above.

XI. PERFORMANCE OF CONTINUED OPERATION OF THE REMEDIAL ACTION

Upon EPA's approval of the Remedial Action Report in accordance with Section XI. F., above, Settling Defendants shall continue monitoring activities, cap maintenance, groundwater collection/disposal, and all other operations and maintenance activities in accordance with the approved O&M Manual.

XII. INSTITUTIONAL CONTROLS

Institutional Controls shall be required to restrict use of the property and otherwise ensure the effectiveness of the remedy and to prohibit the installation and use of groundwater wells at the Site, with the exception of wells used for recovery or monitoring. Settling Defendants shall secure Institutional Controls in accordance with the procedures set forth in Section IX of the Consent Decree. The restrictions shall be maintained until EPA notifies Settling Defendants that EPA has determined, after a reasonable opportunity for review and comment by the State, that the restrictions may be lifted from the Site, or a portion of the Site, without posing a threat to human health and the environment.

XIII. PROGRESS REPORTS

A. Settling Defendants shall submit to EPA one copy of written monthly progress reports during

the Remedial Design and Remedial Construction phases of the work. Settling Defendants shall submit these progress reports to EPA by the tenth day of every month until the Remedial Action Report has been approved by EPA. These progress reports shall:

1. Describe the actions which have been taken toward achieving compliance with the Consent Decree during the previous month;

2. Include a summary of all validated results of sampling and tests and all other data received or generated by Settling Defendants or their contractors or agents in the previous month;

3. Identify all plans and other deliverables required by the Consent Decree completed and submitted during the previous month;

4. Describe all actions, including, but not limited to, data collection and implementation of Work, which are scheduled for the next eight weeks and provide other information related to the progress of remedial activities;

5. Include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the schedule for RD or RA of the OU2 selected remedy, and a description of efforts made to mitigate those delays or anticipated delays;

6. Include any modifications to the RD and RA Work Plans (including respective schedules) that Settling Defendants have proposed to EPA or that have been approved by EPA;

7. Describe all activities undertaken in support of community relations during the previous month and those to be undertaken in the next eight weeks.

B. As requested by EPA, Settling Defendants shall provide weekly field reports in addition to monthly progress reports at any time during the RD and RA of the selected remedy. As requested by EPA, Settling Defendants also shall provide briefings to EPA to discuss the progress of the OU2 Work.

C. Following approval of the Remedial Action Report by EPA, Settling Defendants shall submit to EPA written quarterly O&M reports describing the operation and maintenance and monitoring activities performed, describing any problems or issues that have arisen or are anticipated, and including a summary of all validated results of sampling and tests and other data received or generated by Settling Defendants or their contractors or agents in the period addressed by the report. Settling Defendants shall submit these reports within 15 days of the end of the period addressed by the report.

[footnote for Page 3, Subsections IV. A. and B.] *If Settling Defendants propose to use (A) additional methodologies besides air stripping for VOC removal and/or (B) alternate additives in addition to or in place of cement and lime for

solidification and stabilization, they shall submit a treatability study and/or other information demonstrating the likely efficacy of the additional or alternative methodologies or additives to EPA. EPA may request additional information. EPA's decision whether to approve or disapprove the proposal shall be in its sole discretion and shall not be subject to dispute resolution under Section XIX of the Consent Decree. If EPA approves the proposal, EPA will publish an Explanation of Significant Differences (ESD) or ROD Amendment concerning the change to the ROD if EPA determines that either is necessary under CERCLA and the NCP.

"TABLE 1"

Contaminant	CAS #	Regulatory Level (mg/l)
Arsenic	7440-38-2	5.0
Barium	7440-39-3	100.0
Benzene	71-43-2	0.5
Cadmium	7440-43-9	1.0
Chlorobenzene	108-90-7	100.0
Chloroform	67-66-3	6.0
Chromium	7440-47-3	5.0
1,2 Dichloroethane	107-06-2	0.5
1,1 Dichloroethylene	75-35-4	0.7
Hexachlorobutadiene	87-68-3	0.5
Lead	7439-92-1	5.0
Mercury	7439-97-6	0.2
Selenium	7782-49-2	1.0
Silver	7740-22-4	5.0
Tetrachloroethylene	127-18-4	0.7
Trichloroethylene	79-01-6	0.5

Prepared by:

William L. Warren, Esq.

EASEMENT

177136 Deed
Kathleen A. Donovan Recording Fee 230.00
Bergen County Clerk
Recorded 08/21/2003 13:18

THIS EASEMENT ("Easement") is made this 28th day of July, 2003 by and between:

Borough of Carlstadt, whose address is 500 Madison Street, Carlstadt, New Jersey, 07072-0466 (hereinafter referred to as "Owner"), Grantor, for the benefit of

The 216 Paterson Plank Road Cooperating PRP Group and each of them as listed in Exhibit A, which is attached hereto and made a part hereof, Grantee, whose address is c/o William L. Warren, Esquire, Drinker Biddle & Reath, 105 College Road East, Suite 300, Princeton, New Jersey 08542-0627

WITNESSETH:

WHEREAS, Owner is the owner of certain real property designated as Block 124 Lots 1, 2, 3, 4, and 5 on the Official Assessments Map of the Borough of Carlstadt, Bergen County, New Jersey, located at 216 Paterson Plank Road, Carlstadt, New Jersey more particularly described on Exhibit B, which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, Owner acquired the Property pursuant to a Final Judgment In Rem Foreclosure dated September 17, 1998 upon foreclosure of Tax Sale Certificates due and owing from Inmar Associates, Inc. and Sparrow Realty, Inc (successor by merger or name change to Inmar Associates, Inc.) the prior owners in title to said Property as recorded October 2, 1998 in Deed Book 8106 page 641; and

Appendix E
to Consent Decree

WHEREAS, the Property is a former chemical recycling and hazardous substance treatment and processing facility that operated as such from at least 1965 through 1980 and is the main part of the Scientific Chemical Processing Superfund Site ("Site"); and

WHEREAS, in 1983 the Site was placed on the National Priorities List ("NPL"), 40 C.F.R. Part 300, Appendix B, created and maintained by the United States Environmental Protection Agency ("EPA") pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.* ("CERCLA"); and

WHEREAS, a Remedial Investigation at the Site, including the Property, was conducted commencing in or around 1987 and, based upon the results of the Remedial Investigation, EPA issued a Record of Decision in 1990 ("1990 ROD") with the concurrence of the New Jersey Department of Environmental Protection ("NJDEP") selecting an interim remedy for the soil and groundwater above the clay layer at the Property ("Operable Unit 1" or "Interim Remedy"); and

WHEREAS, The 216 Paterson Plank Road Cooperating PRP Group ("Cooperating Parties") organized itself to undertake remediation at the Site, including the Property, and in that regard has implemented the Interim Remedy under the terms of an Administrative Order dated September 28, 1990 (the "AO"), has investigated and evaluated alternatives for implementation of a final remedy for the soil and groundwater above the clay layer and expects to undertake further work at the Site, including the Property, to implement the final remedy and may conduct additional remedial work in connection with other potential operable units to be designated by EPA; and

WHEREAS, EPA issued a Record of Decision dated August 12, 2002 ("2002 ROD") relating to a final remedy for the soil and groundwater above the clay layer at the Property, also known as Operable Unit 2; and

WHEREAS, the Cooperating Parties have implemented the Interim Remedy, have negotiated and/or are negotiating to conduct the Operable Unit 2 remedy as approved by EPA and may conduct additional investigation and/or remedial work in connection with other potential operable units to be designated by EPA; and

WHEREAS, Owner desires that the Cooperating Parties continue to implement and monitor the Interim Remedy, implement the Operable Unit 2 remedy and conduct such other remedial action as is determined to be necessary at the Site, including the Property, and wishes to provide access to the Cooperating Parties, EPA and NJDEP to the Property for the purposes of completing the remedial investigation and implementing, facilitating and monitoring remedial action;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained within this Easement together with the payment of $1.00 and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner executes and publishes this Easement upon the following terms and conditions:

1. **DEFINITIONS**

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

1.2 **Cooperating Parties"** shall mean The 216 Paterson Plank Road Cooperating PRP Group, whose address is c/o William L. Warren, Drinker Biddle & Reath, 105 College Road East, Suite 300, Princeton, New Jersey 08542-0627.

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

1.4 **"Hazardous Substance(s)"** shall include any and all hazardous substances, hazardous wastes, pollutants and contaminants as defined under CERCLA, RCRA and the New Jersey Spill Compensation and Control Act ("New Jersey Spill Act") at N.J.S.A. 58:10-23.11b and the term "contaminant" as defined under CERCLA and the New Jersey Spill Act at N.J.S.A. 58:10B-26.

1.5 **"Interim Remedy"** and **"Operable Unit 1"** shall mean the interim remedy for the soil and groundwater above the clay layer at the Property selected in the 1990 ROD and implemented pursuant to the Administrative Order dated September 28, 1990 (the "AO") and any and all activity required by said AO.

1.6 **"NJDEP"** shall mean the New Jersey Department of Environmental Protection and any successor departments or agencies of the State.

1.7 **"Property"** shall mean that certain real property designated as Block 124 Lots 1, 2, 3, 4, and 5 on the Official Assessments Map of the Borough of Carlstadt, Bergen County, New Jersey, located at 216 Paterson Plank Road, Carlstadt, New Jersey more particularly described on Exhibit B, which is attached hereto and made a part hereof.

1.8 **"RCRA"** shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

1.9 **"State"** shall mean the State of New Jersey.

1.10 **"The 216 Paterson Plank Road Cooperating PRP Group"** shall mean those entities that performed the Interim Remedy or will implement the 2002 ROD or any one or more of them, otherwise referred to as the Cooperating Parties and listed in Exhibit A, which is attached hereto and made a part hereof.

1.11 **"2002 ROD"** shall mean the EPA's Record of Decision dated August 12, 2002 relating to a final remedy for the soil and groundwater above the clay layer at the Site, also known as Operable Unit 2, and all attachments and modifications thereto.

1.12 **"United States"** shall mean the United States of America.

1.13 **"Work"** shall mean any and all investigation, sampling, construction, inspection, monitoring, operation, maintenance and remedial activity undertaken in connection with the Interim Remedy, all activities undertaken in order to implement the 2002 ROD, and all other activities undertaken to investigate or remediate Hazardous Substances at, on or under or emanating from the Property in accordance with CERCLA, RCRA or applicable State law. Such Work shall specifically include, but not be limited to, construction, treatment, inspection, monitoring and maintenance of caps, engineering controls, fences, groundwater monitoring and extraction wells, groundwater extraction, pumping and storage systems, high density polyethylene liners, cover systems, landscaping, lateral containment slurry walls, piezometers, sheet pile retaining walls and/or other stream bank protective measures, as well as the use of institutional controls such as deed notices and classification exception areas.

2. GRANT OF ACCESS

2.1 Owner, on behalf of itself, its successors and assigns and any person or entity who shall subsequently take any interest in the Property, hereby grants and conveys with general warranties of title to Cooperating Parties, any member thereof, and the employees, agents, representatives, contractors, consultants, successors and assigns of each or any of them a non-exclusive easement over, through, under and across the entire Property in order to gain access to and perform the Work at the Property. The rights granted herein to the Cooperating Parties, to

which EPA and NJDEP are third party beneficiaries, include but are not limited to: implementing the Work or any component thereof, monitoring the Work; verifying data or information submitted to the United States or the State; conducting investigations relating to contamination at or near the Property; obtaining samples; assessing the need for, planning, or implementing additional response actions at or near the Property; assessing implementation of quality assurance and quality control practices; determining whether the Property is being used in a manner that is or may need to be prohibited or restricted; verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations; inspection, monitoring, maintenance and repair of any engineering or institutional controls at the Property; the right to store equipment, materials, systems, vehicles, and/or wastes necessary to or resulting from performance of the Work; conducting work for periodic review of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and the right to remove any structures, trees, shrubs or other obstructions located on the Property. It is the purpose of this instrument to convey to the Cooperating Parties real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment.

2.2 Owner grants the Cooperating Parties, or any member thereof and the employees, agents, representatives, contractors, consultants, successors and assigns of each of them, the right to store and/or dispose of and/or replace on the Property any drill cuttings, excess material collected for sampling purposes, well development liquids, well purging pumps, pump test liquids, decontamination liquids and drilling liquids, muds, and any other equipment and materials (including Hazardous Substances and wastes) generated or used in the performance of

the Work conducted at the Property, in connection with Hazardous Substances at, under or emanating from the Property or as may hereafter be required by EPA, NJDEP or any other governmental agency with jurisdiction over the Property, so long as such storage, disposal or replacement does not violate any applicable statute, regulation or ordinance and has been approved by EPA.

2.3 Owner shall provide the Cooperating Parties, or any member thereof, and the employees, agents, representatives, contractors, consultants, successors and assigns of each of them with adequate space on the Property for the performance of any Work as may be required at the Property by EPA, NJDEP or any other governmental agency with jurisdiction over the Property, including but not limited to adequate areas for the storage of equipment, materials, systems, vehicles, and/or wastes necessary to or resulting from performance of such Work

3. COOPERATION AND ASSISTANCE

3.1 Owner will not interfere with or disturb any sampling or monitoring equipment, remediation equipment or other devices or systems that the Cooperating Parties, EPA and/or NJDEP and the employees, agents, representatives, contractors, consultants, successors and assigns of each of them are using to perform the Work at the Property.

3.2 Owner agrees that it will not use or permit the use of the Property for residential purposes or in a manner that would interfere with or adversely affect the implementation, integrity or protectiveness of any engineering controls or other remedial measures installed or to be installed or in operation or to be operated in connection with the Work performed and/or to be

performed at the Property. Without limitation of the foregoing, Owner will not allow any person, including without limitation, tenants, employees of tenants and contractors, other than the Cooperating Parties and their contractors or representatives, or other persons designated by EPA or NJDEP, to conduct excavation or invasive work at the Property, or undertake any other work that risks potential human exposure to contaminants, including, without limitation, the installation of any devices to extract groundwater, or otherwise jeopardize the integrity of any engineering control or other investigatory or remedial measures at the Property without written approval of the Cooperating Parties, EPA and NJDEP.

3.3 Owner will fully cooperate with the Cooperating Parties, EPA and NJDEP, or any of them to assist the Cooperating Parties, EPA and NJDEP in performing and monitoring the remediation of the Property as required by the 2002 ROD or any other RODs that may be issued by EPA, as well as any remedial investigation/feasibility study work or other work required by EPA or NJDEP. Such cooperation includes but is not limited to providing any signatures; executing or filing any documents, applications or deed notices; or taking other reasonable steps to provide or assist the Cooperating Parties in securing any permit, license, approval or authorization from any governmental agency with jurisdiction over the Property. To the extent that any permits are necessary, and the Owner is the entity issuing such permits, Owner agrees to act expeditiously upon any and all permit applications and further to assist in obtaining any permits that need be obtained from any other governmental entity.

4. NOTICES

4.1 Owner shall cause all leases, grants, and other written transfers of interest in the Property, or any portion thereof, to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to

violate any of the conditions of this Easement. Owner also agrees to include therein a notice that is substantially in the following form:

> NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN EASEMENT, DATED , 2003, RECORDED IN THE COUNTY CLERK'S OFFICE, BERGEN COUNTY, STATE OF NEW JERSEY, ON , 2003, IN BOOK , PAGE , IN FAVOR OF, AND ENFORCEABLE BY, THE 216 PATERSON PLANK ROAD COOPERATING PRP GROUP, AND ENFORCEABLE BY THE UNITED STATES OF AMERICA AND THE STATE OF NEW JERSEY AS THIRD PARTY BENEFICIARIES

Within thirty (30) days of the date that any such instrument of conveyance is executed, Owner shall provide the Cooperating Parties, EPA and NJDEP with a copy of said instrument and, if it has been recorded in the public land records, its recording reference.

4.2 The Owner shall provide written notice to the Cooperating Parties, EPA and NJDEP at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the Owner's interest in the Property or any portion thereof.

4.3 The Owner shall provide written notice to the Cooperating Parties, EPA and NJDEP within thirty (30) calendar days following the Owner's petition for or filing of any document initiating a rezoning of the Property or any portion thereof.

5. MISCELLANEOUS

5.1 **Enforceability.** This Easement shall be enforceable by the Cooperating Parties or any of them as well as the United States and the State. Enforcement of the terms of this instrument may be by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this document shall limit or otherwise affect EPA's or NJDEP's rights of

entry and access or EPA's or NJDEP's authority to take response actions under CERCLA, the NCP, or other federal or state law.

5.2 **Covenants.** Owner hereby covenants to and with the Cooperating Parties that the Owner is lawfully seized in fee simple of the Property, that the Owner has a good and lawful right and power to convey the easement herein, that the Property is free and clear of encumbrances, except those noted on Exhibit C attached hereto, and that the Owner will warrant and defend the title thereto and the quiet possession thereof.

5.3 **Entire Agreement.** This Easement contains the entire agreement relating to the subject matter hereof and supercedes all prior agreements, understandings, negotiations and discussions, oral or written, relating to such subject matter. This Easement cannot be modified except upon the express written consent of the Cooperating Parties, EPA and NJDEP.

5.4 **Governing Law.** This Easement shall be construed and enforced in accordance with and governed by the laws of the United States or, if there are no applicable federal laws, by the laws of the State of New Jersey, without regard to principles of conflicts of law otherwise applicable to such determination.

5.5 **No Admissions.** It is agreed and understood that this Easement does not constitute an admission of any kind of fault, fact or liability by the Owner or any of the Cooperating Parties.

5.6 **Binding Effect.** This Easement shall be binding upon and inure to the benefit of the Owner and/or any subsequent transferees of any interest in the Property or a portion thereof

and shall be for the benefit of the Cooperating Parties, EPA and NJDEP. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

5.7 **Effective Date.** This Easement shall be effective as of the date it is fully executed.

5.8 **Severability.** If any court of competent jurisdiction determines that any provision of this Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such a nature that such provision cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this Easement shall remain in full force and effect.

5.9 **Authority to Execute.** The person(s) executing this Easement on behalf of the Owner represents and acknowledges that they have the authority to execute this Easement on behalf of the Owner.

5.10 **Failure to Insist Upon Strict Performance.** The failure of Owner or the Cooperating Parties, EPA or NJDEP to insist upon strict performance of any or all of the terms of this Easement, or to exercise any right or remedy under this Easement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy. No waiver of any breach or default hereunder shall be valid unless in writing signed by the entity giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5.11 **Notice.** Any notice required or permitted by this Easement shall be in writing and shall be sent by telecopier or facsimile, with proof of receipt, or by certified or registered mail, return receipt requested, addressed as follows

(a) if to Owner:

Clerk
Borough of Carlstadt
500 Madison Street
Carlstadt, New Jersey 07072-0466

(b) if to NJDEP:

Department of Environmental Protection
Division of Responsible Party Site Remediation
Bureau of Case Management
Deed Notice Inspection Program
P.O. Box 028
401 E. State Street
Trenton, NJ 08625-0028.

(c) if to EPA:

United States Environmental Protection Agency
Region II
New Jersey Superfund Branch
290 Broadway
New York, New York 10002-1866

(d) if to the Cooperating Parties:

William L. Warren, Esquire
Drinker Biddle & Reath
105 College Road East, Suite 300
P.O. Box 627
Princeton, New Jersey 08542-0627

With a copy to:

Mr. Stephen P. Finn
Golder Associates, Inc.
1951 Old Cuthbert Blvd.

Cherry Hill, New Jersey 08034

The Cooperating Parties, EPA, NJDEP and the Owner may, by notice given in the same manner as set forth above, designate a further or different address to which subsequent notices shall be sent. Notices shall be deemed given when received or refused.

5.12 **Third Party Beneficiaries.** The Owner and the Cooperating Parties hereby agree that the EPA and NJDEP shall be, on behalf of the public, third-party beneficiaries of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligation on the part of EPA or NJDEP.

5.13 **Termination of Easement.** This Easement shall terminate and be of no further force or effect sixty (60) days after a Deed Notice consistent with the 2002 ROD and approved by EPA, NJDEP and the Cooperating Parties is filed with the Bergen County Clerk.

WHEREFORE, the Owner sets its hand and seal as of the day and date above written.

BOROUGH OF CARLSTADT

By: Wm. Jay Rosenyan

Name: Wm. Jay Rosenyan

Title: MAYOR

STATE OF NEW JERSEY

SS.:

COUNTY OF BERGEN

I certify that on July 28th, 2003, [Jane Fontana] personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the [ADMINISTRATOR] of the Borough of Carlstadt, the municipality named in this document;

(b) this person is the attesting witness to the signing of this document by the proper official who is the MAYOR of the municipality;

(c) this document was signed and delivered by the municipality as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the municipality which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Jane Fontana
JANE FONTANA, ADMINISTRATOR
[Print name and title of attesting witness]
Signed and sworn before me on
JULY 28, 2003
Claire E. Foy
CLAIRE E. FOY, Notary Public
[Print name and title]
BOROUGH CLERK

CLAIRE E. FOY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 27, 2005

This instrument is accepted this 13th day of August, 2003.

216 PATERSON PLANK ROAD COOPERATING PRP GROUP

By: _____

William L. Warren, Common Counsel

STATE OF NEW JERSEY SS.:

COUNTY OF MERCER

I certify that on the 13th day of August, 2003, William L. Warren personally came before me, and this person acknowledged under oath, to my satisfaction, that this person is the authorized representative of the 216 Paterson Plank Road Cooperating PRP Group.

Anne E. Pazdan.

Signed and sworn before me on the
13th day of August, 2003

ANNE E. PAZDAN
A Notary Public of New Jersey
My Commission Expires August 11, 2006

Notary Public

EXHIBIT A

216 Paterson Plank Road Cooperating PRP Group

Air Products & Chemicals, Inc.
Allied Signal (Honeywell)
American Cyanamid-Lederle Labs – Shulton, Inc.
American Hoechst Celanese
American Standard Inc.
Ashland
BASF Corporation
Bee Chemical (Morton)
Ber Mar Manufacturing
Borden Fabric Leather
Browning Ferris (Cecos/Newco)
CBS Inc.
Chemcoat Inc.
Chemray Coatings
Ciba-Geigy
Congoleum Corporation
Continental Can Co.
Diamond Shamrock (Occidental)

Dri Print Foils Co., Inc.
DuPont Company
E. R. Squibb
Exxon Mobil
Fitchburg Coated Products
GAF
Ganes Chemical
General Electric/RCA
General Motors
Grumman
Hoffman LaRoche
Inmont
J.T. Baker (Mallinckrodt)
John L. Armitage & Co.
Kirker Chemical Company
L.E. Carpenter
Lucent Technologies (AT&T)
M&T/Pennwalt/Atochem
Mack Trucks, Inc.
Magid
Marisol
Merck
Mobay/Bayer
Monsanto
Nepera
New England Laminants Co. Inc. (NELCO)
PAXAR
Perk Chemical
Pfizer Inc.
Randolph Products Company
Reliance Universal Inc. (Akzo)
Revlon
Rohm and Haas
Schenectady International
Simon Wrecking Co., Inc.
SmithKline Beecham Corporation
The Dow Chemical Company
Union Carbide
Warner Lambert

Exhibit B

DESCRIPTION OF BLOCK 216 PATERSON PLANK ROAD
BOROUGH OF CARLSTADT, COUNTY OF BERGEN, NEW JERSEY

Block 124, Lots 1 & 5

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Carlstadt, County of Bergen and State of New Jersey and more particularly bounded and described as follows, to wit:

FIRST TRACT: BEGINNING at a point of intersection where the northeasterly line of Paterson Avenue intersects the northwesterly line of property conveyed by Clarence Mabie, Special Master, to A. W. Van Winkle & Co., a New Jersey Corporation, by deed dated October 2nd, 1919 and recorded in Book 1046 page 259 in the Bergen County Clerk's Office at Hackensack, Bergen County, and running thence (1) Northeasterly along the northwesterly line of the property conveyed by the aforesaid Deed, 500 feet more or less to Peach Island Creek; thence returning to the first place of beginning and running thence (2) Southeasterly along the northeasterly line of Paterson Avenue, 150 feet; thence (3) Northeasterly and parallel with the first described line, 500 feet more or less to Peach Island Creek; thence (4) Northwesterly along Peach Island Creek, 150 feet more or less to the point on Peach Island Creek where the same is

intersected by the first course herein, excepting therefrom easements of Peach Island Creek and the New York and Paterson Plank Road now known as Paterson Avenue. (Block 124, Lot 1)

SECOND TRACT: BEING commonly known as Block 31 on the official Assessment Map of the Borough of Carlstadt as shown on Sheet #7 of the Map of North Jersey Title Guaranty Company 1901-1904 which said property has a frontage of approximately 275 feet more or less on Paterson Plank Road and extending 490 feet more or less northeasterly to Peach Island Creek which premises comprises approximately 3 acres more or less and more particularly described as follows: BEGINNING at a point where the northeasterly line of Paterson Plank Road produced southeasterly would be intersected by the centerline of Route 20 produced northeasterly and from thence running North 25 degrees 02 minutes 40 seconds West 1874.66 feet to a point along said side of Paterson Plank Road still along said side of Paterson Plank Road North 39 degrees West 399.4 feet to a pipe which is the beginning point of the premises hereby conveyed and from said point running (1) North 44 degrees 02 minutes East 481 feet more or less to Peach Island Creek; (2) running in a northwesterly direction along Peach Island Creek to a point; (3) South 44 degrees 02 minutes West 488 feet more or less to a point on the northeasterly side of Paterson Plank Road; (4) running South 39 degrees East 272.61 feet along said side of Paterson Plank Road to the point or place of BEGINNING. (Block 124, Lot 5)

Being the same lands and premises conveyed by North Jersey Refining Co., Inc. to Sparrow Realty, Inc. by Deed dated November 29, 1965 which Deed was recorded in the Bergen County Clerk's Office in Book 4860, Page 230, etc.

Block 124, Lots 3 & 4

ALL those certain lots, tract or parcel of land and premises, situate, lying and being in the Borough of Carlstadt, County of Bergen and Sate of New Jersey and more particularly described as follows:

BEGINNING at a point where the northeasterly side of Paterson Plank Road produced southeasterly would be intersected by the center line of New Jersey State Highway Route 20 produced northeasterly and from thence running (a) north 25 degrees 02 minutes 40 seconds west 1874.66 feet along said side of Paterson Plank Road thence (b) still along said side of Paterson Plank Road north 39 degrees west 801.21 feet to a division line between lands on the northwest now or formerly belonging to Sparrow Realty, Inc. and lands on the southeast now or formerly belonging to Pat Marone thence (c) north 44 degrees 02 minutes east along said division line 140.33 feet to the point or place of beginning of the tract herein being described and from thence running (1) north 44 degrees 02 minutes east and still along said division line 331.67 feet to Peach Island Creek thence (2) returning to the point or place of beginning of the tract herein being described and from thence running south 39 degrees east and parallel with Paterson Plank Road 129.2 feet to another division line between lands on the northwest now or formerly belonging to Pat Marone and lands on the southeast now or formerly belonging to Sparrow Realty, Inc. thence (3) north 44 degrees 02 minutes east along the said division line 347.67 feet to Peach Island Creek thence (4) northwesterly along Peach Island Creek to the end of the first course of the tract herein described.

Being the same lands and premises conveyed by Patrick Marone to Sparrow Realty, Inc. by Deed dated February 23, 1967 which Deed was recorded in the Bergen County Clerk's Office on February 27, 1967 in Deed Book 5018, Page 495, etc.

Block 124, Lot 2

ALL that tract or parcel of land and premises, situate, lying and being in the Borough of Carlstadt, County of Bergen and State of New Jersey, more particularly descried as follows:

KNOWN and designated as Lots 4, 5 and 6 on map of property entitled "Map of Paterson Plank Road Lots, Property of A. W. Van Winkle & Co., East Rutherford and Carlstadt, N.J." dated February 1923, and filed in the Office of the Clerk of the County of Bergen, April 12, 1923 as Map #1835, EXCEPTING AND RESERVING thereout and therefrom premises conveyed to Sparrow Realty, Inc., a New Jersey Corporation, by deed from Patrick Marone dated February 23, 1967 and recorded February 27, 1967 in Deed Book 5018, Page 495.

BEING the same lands and premises conveyed by Patrick Marone to Inmar Associates, Inc. by Deed dated September 20, 1977 which Deed was recorded in the Bergen County Clerk's Office on September 21, 1977 in Deed Book 6297, Page 120, etc.

EXHIBIT C

Encumbrances

Deed Book 5114 page 466, Deed Book 5107 page 250: Utility Easements

Deed Book 5714 page 58, Deed Book 5714 page 65: Sewer Easement

Deed Book 5908 page 192, Deed Book 5922 page 31: Road Taking

Mortgage Book 6561 page 423, Mortgage Book 6762 page 226: NJDEP Court Orders

ABSTRACTED

END OF DOCUMENT

Prepared By :_____
[Signature]

_____

Recorded By: _____
[Signature, Officer of County Recording Office]

_____
[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the ____ day of _____, 2002 by The Borough of Carlstadt, 500 Madison Street, Carlstadt, New Jersey, 07072-0466. (together with its successors and assigns on behalf of itself and all current and future owners, operators and lessees of the Property, collectively "Owner").

1. THE PROPERTY. The Borough of Carlstadt, 500 Madison Street, Carlstadt, New Jersey, 07072-0466 is the owner in fee simple of certain real property designated as Block 124 Lots 1, 2, 3, 4, and 5 on the Official Assessments Map of the Borough of Carlstadt, Bergen County, New Jersey, located at 216 Paterson Plank Road, Carlstadt, New Jersey; the New Jersey Department of Environmental Protection Known Contaminated Site List Number for the contaminated site which includes this property is NJD070565403, and the property is more particularly described on Exhibit A, which is attached hereto and made a part hereof (the "Property"). Owner acquired the Property pursuant to a Final Judgment In Rem Foreclosure dated September 17, 1998 upon foreclosure of Tax Sale Certificates due and owing from Inmar Associates, Inc. and Sparrow Realty, Inc. (successor by merger or name change to Inmar Associates, Inc.) the prior owners in title to said Property.

Appendix F
to Consent Decree

2. HISTORY AND OVERSIGHT OF REMEDIATION

i. The Property is a former chemical recycling and hazardous substance treatment and processing facility that operated as such from at least 1965 through 1980.

ii. In 1983 the Property was placed on the National Priorities List ("NPL"), 40 C.F.R. Part 300, Appendix B, created and maintained by the United States Environmental Protection Agency ("USEPA") pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.* ("CERCLA").

iii A Remedial Investigation at the Property was conducted commencing in or around 1987 and, based upon the results of the Remedial Investigation, USEPA issued a Record of Decision in 1990 ("1990 ROD") with the concurrence of the New Jersey Department of Environmental Protection ("NJDEP") selecting an interim remedy for the soil and groundwater above the clay layer at the Property ("Interim Remedy").

iv. The 216 Paterson Plank Road Cooperating PRP Group ("Cooperating Parties") organized itself to undertake remediation at the Property and in that regard has implemented the Interim Remedy under the terms of an Administrative Order dated September 28, 1990 (the "AO"), has investigated and evaluated alternatives for implementation of a final remedy for the soil and groundwater above the clay layer and expects to undertake further work at the Property to implement the final remedy and may conduct additional work in connection with other potential operable units to be designated by USEPA.

v. The Property has been the subject of an environmental investigation, which delineates the environmental conditions at the Property.

vi. The USEPA is the lead agency that is responsible for the oversight of the remediation of the Property. The matter was Case No. [insert identification number **CERCLA Consent Decree or other relevant document #**].

3. SOIL AND GROUNDWATER CONTAMINATION. The Cooperating Parties have remediated and will continue to remediate contaminated soil and groundwater at the Property , and the USEPA selected and approved a remedial action in the 1990 ROD and in a ROD issued on or about August 12, 2002 ("2002 ROD") such that soil and groundwater contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B which is attached hereto and made a part hereof. As a result, this Deed Notice and engineering controls are made in accordance with N.J.S.A. 58:10B-13 and the regulations promulgated thereunder as well as with any other applicable federal or state statute or the common law.

4. CONSIDERATION. In accordance with the USEPA's approval of the Interim Remedy in consultation with the NJDEP, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to all interested parties, including but not limited to current and subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial

certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREA. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the site, to restrict the use of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof.

5B. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of EPA, NJDEP and the Cooperating Parties, Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request such consent, contact:

As to NJDEP:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

As to USEPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Remedial Project Manager

As to the Cooperating Parties:

William L. Warren, Esquire
Drinker Biddle & Reath
105 College Road East, Suite 300
P.O. Box 627
Princeton, New Jersey 08542-0627

ii. Notwithstanding anything in the foregoing provisions to the contrary, no action may be taken which in any way injures or threatens injury to or to the integrity of any of the remedial structures at the Property as same are more fully described in Exhibit C or which hereinafter come to be located at the Property including, but not limited to the slurry wall, the sheet pile retaining wall, the collection tanks, wells, piezometers, HDPE liners or other caps, without the permission of EPA, NJDEP and the Cooperating Parties, nor shall any action be taken which interferes with or adversely impacts the operation of any remedy selected or to be selected for the Property.

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person

may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies EPA, NJDEP and the Cooperating Parties of the emergency via notice as follows; to USEPA by calling the USEPA Hotline at 732-548-8730; to Cooperating Parties by facsimile at 609-799-7000; to NJDEP, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies USEPA, NJDEP and the Cooperating Parties when the emergency has ended by contacting each in manner described in 6B(i), above;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the USEPA, NJDEP and the Cooperating Parties of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the

emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent recurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

As to NJDEP:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

As to USEPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Remedial Project Manager

As to the Cooperating Parties:

William L. Warren, Esquire
Drinker Biddle & Reath
105 College Road East, Suite 300
P.O. Box 627
Princeton, New Jersey 08542-0627

7. FURTHER LIMITATION ON DISTURBANCES, ALTERATIONS AND IMPROVEMENTS. Notwithstanding anything in the foregoing provisions to the contrary, Owner agrees that any authorized alteration, improvement, modification, disturbance or termination of the engineering and/or institutional controls at the Property

or to be placed at the Property undertaken by Owner with the approval of USEPA, NJDEP and the Cooperating Parties will not be based, in any way, on any plan, proposal, demand or request that USEPA, NJDEP or the Cooperating Parties or any of them undertake additional remediation efforts at the Property;

8A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The Cooperating Parties as alleged persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., with respect to hazardous substances that remain at the Property as of the time that the Deed Notice is filed, shall monitor and maintain this Deed Notice, and certify to the USEPA and NJDEP on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implementing any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certifying to the USEPA and NJDEP as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date the USEPA determined in writing that the construction phase of the remedial action required by the 2002 ROD has been completed.

8B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The Cooperating Parties as alleged persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., with respect to hazardous substances that remain at the Property as of the time that the Deed Notice is filed, shall maintain all engineering controls at the Property and certify to the USEPA and NJDEP on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implementing any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due pursuant to iii, below, in order to ensure that the

remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certifying to the USEPA and NJDEP as to the continued protectiveness of the remedial action that includes the engineering control, on a form consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date the USEPA determined in writing that the construction phase of the remedial action required by the 2002 ROD has been completed.

9. ACCESS.

i. The Owner agrees to allow USEPA, NJDEP, the Cooperating Parties or any of them and their agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment. The Owner, and any subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to USEPA, NJDEP and the Cooperating Parties.

ii. Owner will permit USEPA, NJDEP, the Cooperating Parties or any of them to store, and/or dispose of and/or replace on the Property any drill cuttings, excess material collected for sampling purposes, well development liquids, well purging pumps, pump test liquids, decontamination liquids and drilling liquids, muds, and any other materials (including hazardous substances and wastes) generated or used in the performance of remediation conducted at the Property, of conditions emanating from the Property or as may hereafter be required by USEPA, NJDEP or any other governmental agency with jurisdiction over the Property, so long as such storage, disposal or replacement does not violate any applicable statute, regulation or ordinance.

iii. Owner will provide the USEPA, NJDEP, the Cooperating Parties or any of them with an adequate staging area on the Property for the performance of any remediation as may be required at the Property by USEPA, NJDEP or any other

governmental agency with jurisdiction over the Property, including but not limited to an adequate area for the storage of equipment, materials, systems, vehicles, and/or wastes necessary to or resulting from performance of such remediation.

10. COOPERATION AND ASSISTANCE. Owner will fully cooperate with USEPA, NJDEP, the Cooperating Parties or any of them to assist USEPA, NJDEP and/or the Cooperating Parties in performing the most cost-effective remediation of the Property as may be conducted consistent with the requirements of USEPA and NJDEP. Such cooperation includes but is not limited to providing any signatures, executing or filing any documents, or taking other reasonable steps to assist the Cooperating Parties to secure or in securing any permit, license, approval or authorization from any governmental agency with jurisdiction over the Property.

11. NOTICES

i. Owner shall cause all leases, grants, and other written transfers of interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of Owner to provide any other notice required by any law, regulation, or order of any governmental authority.

ii. Owner shall notify any person, including without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Area at the Property, of the nature and location of

contamination in the Restricted Area and that precautions are necessary to minimize potential human exposure to contaminants by providing such person with a copy of this Deed Notice and referring them to USEPA, NJDEP and the Cooperating Parties.

iii. The Owner shall provide written notice to USEPA, NJDEP and the Cooperating Parties at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the Owner's interest in the Restricted Area.

iv. The Owner shall provide written notice to the USEPA, NJDEP and the Cooperating Parties within thirty (30) calendar days following the Owner's petition for or filing of any document initiating a rezoning of the Property. The Owner shall submit the written notice to:

As to NJDEP:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

As to USEPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Remedial Project Manager

As to the Cooperating Parties:

William L. Warren, Esquire
Drinker Biddle & Shanley
105 College Road East, Suite 300
P.O. Box 627
Princeton, New Jersey 08542-0627

v. Owner agrees to the conditions and restrictions set forth in this Deed Notice, and hereby gives record notice to any and all present or future interested parties, lessees, purchasers, owners, operators, grantees or any other person taking an interest in the Property, whether legal or equitable, (hereinafter "Interested Party") of the conditions and restrictions stated in this Deed Notice which shall be and the same hereby are deemed to constitute covenants that run with the Property, as well as obligations of and conditions on use of the Property by, on behalf of or in connection with any Interested Party which cannot be withdrawn or modified except as provided herein or upon the express written consent of USEPA, NJDEP and the Cooperating Parties. Said Interested Party(ies), by acquisition of any interest in the Property, acknowledge and agree that it or they will fully and completely cooperate with USEPA, NJDEP and the Cooperating Parties in connection with any further investigations, sampling, monitoring, maintenance, remediation or operation of remedial devices or equipment and will otherwise abide by each and every term of this Deed Notice as if such Interested Party were designated as the Owner herein.

vi. Owner hereby places all Interested Party(ies) on notice that documents relating to the investigations conducted at the Property as well as the

environmental conditions at, on, under or emanating from or to the Property can be secured from USEPA, Region II and NJDEP.

12. ENFORCEMENT OF VIOLATIONS. The restrictions provided herein may be enforced against any person who violates this Deed Notice. To enforce violations of this Deed Notice, USEPA, NJDEP or the Cooperating Parties may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u or pursuant to any other federal or state statute or the common law and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g or pursuant to any other applicable federal or state statute or the common law.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of any person or entity, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as part of the remedial action for this site.

ii. The restrictions provided herein may be enforced by USEPA, NJDEP or the Cooperating Parties against any person who violates this Deed Notice.

13. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If any court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable, and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

14. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon and inure to the benefit of Owner and upon Owner's successors and assigns while each is an owner or operator or lessee of the Property.

15. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the USEPA and NJDEP modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the site, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the USEPA and NJDEP terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, approved in writing by USEPA and executed by NJDEP, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

16A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property map shall include as-built diagrams of major surface topographical features such as buildings, roads, and parking lots.

16B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including but not limited to caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system and a description of the area comprised of the solidified sludge; and

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each elevation.

16C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls pursuant to the 2002 ROD as follows:

i. **Exhibit C-1: Deed Notice as Institutional Control:** Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice, including, without limitation, a prohibition on the installation and use of groundwater wells at the site, with the exception of wells used for recovery or monitoring, unless approved by EPA and a prohibition on the use of the Property for residential purposes; and

(3) The objective of the restrictions;

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the Property; and

(5) Any new standards, regulations, or laws apply to the Property that might necessitate additional sampling in order to evaluate the protectiveness

of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. **Exhibit C-2: Soil-bentonite lateral containment slurry wall with an integral high-density polyethylene ("HDPE") vertical membrane liner.** Exhibit C-2 includes a narrative description of the soil-bentonite lateral containment slurry wall with an integral HDPE vertical membrane liner, including the information set forth in Paragraph 16C.viii.

iii. **Exhibit C-2: Impermeable Barrier Cover System.** Exhibit C-2 includes a narrative description of the impermeable barrier cover system for the Property, including the information set forth in Paragraph 16C.viii

iv. **Exhibit C-2: Sheet pile retaining wall and/or other final stream bank protection measures.** Exhibit C-2 includes a narrative description of the sheet pile retaining wall and/or other final stream bank protection measures, including the information set forth in Paragraph 16C.viii.

v. **Exhibit C-2: Chain link fence.** Exhibit C-2 includes a narrative description of the chain link fence, including the information set forth in Paragraph 16C.x

vi. **Exhibit C-2: Piezometers.** Exhibit C-2 includes a narrative description of [Insert X Number] piezometers installed at the Property, including the information set forth in Paragraph 16C.viii.

vii. **Exhibit C-2: Shallow Groundwater Extraction System Enhancements.** Exhibit C-2 includes a narrative description of the shallow groundwater extraction system, including the information set forth in Paragraph 16C.viii.

viii. **Exhibit C-2: Contents.** Exhibit C-2 includes a narrative description of each of the engineering controls, remedial structures and devices and the control structures and devices likely to be installed at the Property that are identified in Paragraphs 16C.ii. through 16C.vii., as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

17. NOTICE TO USEPA, NJDEP AND COOPERATING PARTIES. Any notice required to be provided under this Deed Notice shall be deemed delivered if sent by telecopy and regular first class mail return receipt requested or by express mail delivery with confirming receipt addressed, unless otherwise provided herein, as follows:

If to USEPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Remedial Project Manager
Telecopier # 212-637-4429

If to NJDEP:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance and Monitoring

Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.
Telecopier # 609-777-0985

If to the Cooperating Parties:

William L. Warren, Esquire
Drinker Biddle & Reath
105 College Road East, Suite 300
P.O. Box 627
Princeton, New Jersey 08542-0627
Telecopier # 609-799-7000

Designees for receipt of notice may be modified by written notice to the then current owner of the Property. Said owner shall immediately memorialize in the chain of title of the Property by recording an amendment to this Deed Notice.

18. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:	Borough of Carlstadt
_____	By_____
[Signature]	[Signature]
_____	_____
[Print name and title]	[Print name and title]

STATE OF NEW JERSEY

SS.:

COUNTY OF BERGEN

I certify that on , 2003 , [_____]

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the [_____] of the Borough of Carlstadt, the municipality named in this document;

(b) this person is the attesting witness to the signing of this document by the proper official who is the _____ of the municipality;

(c) this document was signed and delivered by the municipality as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the municipality which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

_____

[Signature]

_____

[Print name and title of attesting witness]

Signed and sworn before me on

, 2003

_____

_____, Notary Public

[Print name and title]

EXHIBIT A

[Attach each of the following as part of Exhibit A]

i. **Exhibit A-1: Vicinity Map** - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, Hagstrom County Maps);

ii. **Exhibit A-2: Metes and Bounds Description** - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. **Exhibit A-3: Property Map** - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property map shall include as-built diagrams of major surface topographical features such as buildings, roads, and parking lots.

EXHIBIT B

Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system and a description of the area comprised of the solidified sludge; and

(B) Designation of all soil and sediment sample locations within the restricted areas that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each elevation (or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2).

EXHIBIT C

[Include all of the following as part of Exhibit C]

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above in the within Deed Notice, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above; **[NEED INSERT]**

(2) Description of the restrictions on the Property by operation of this Deed Notice; **[NEED INSERT]** and

(3) The objective of the restrictions; **[NEED INSERT]**

(B) Description of the monitoring necessary to determine whether: **[NEED INSERT]**

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the Property; and

(5) Any new standards, regulations, or laws apply to the Property that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

e.g. Biennial inspections will be performed as part of the monitoring for engineering controls described below to monitor for (1) any disturbances of the soil in the Restricted Areas that could result in the unacceptable exposure to the soil contamination and (2) any land use changes to insure consistency with Deed Notice requirements.

(C) Description of the following items that will be included in the biennial certification: **[NEED INSERT]**

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice,

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

Engineering controls and remedial structures at the Property consist of

1. A lateral containment wall comprising a soil-bentonite slurry wall with an integral high density polyethylene (HDPE) vertical membrane liner which circumscribes the Property;

[INSERT NARRATIVE DESCRIPTION OF ENGINEERING CONTROL 1 AND ASSOCIATED MONITORING AND MAINTENANCE ACTIVITIES TO PROVIDE THE FOLLOWING INFORMATION]

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

2. Impermeable Barrier Cover System;

[INSERT NARRATIVE DESCRIPTION OF ENGINEERING CONTROL 2 AND ASSOCIATED MONITORING AND MAINTENANCE ACTIVITIES TO PROVIDE THE FOLLOWING INFORMATION]

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

3. A sheet pile retaining wall and/or other final stream bank protection measures along Peach Island Creek;

[INSERT NARRATIVE DESCRIPTION OF ENGINEERING CONTROL 3 AND ASSOCIATED MONITORING AND MAINTENANCE ACTIVITIES TO PROVIDE THE FOLLOWING INFORMATION]

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

4. A chain link fence that circumscribes the Property.

[INSERT NARRATIVE DESCRIPTION OF ENGINEERING CONTROL 4 AND ASSOCIATED MONITORING AND

MAINTENANCE ACTIVITIES TO PROVIDE THE FOLLOWING INFORMATION]

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

5. An extraction system for shallow groundwater;

[INSERT NARRATIVE DESCRIPTION OF REMEDIAL STRUCTURE 5 AND ASSOCIATED MONITORING AND MAINTENANCE ACTIVITIES TO PROVIDE THE FOLLOWING INFORMATION]

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

6. [Insert Number] Piezometers

[INSERT NARRATIVE DESCRIPTION OF REMEDIAL STRUCTURE 6 AND ASSOCIATED MONITORING AND MAINTENANCE ACTIVITIES TO PROVIDE THE FOLLOWING INFORMATION]

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B) above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering control continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

IN THE MATTER OF:

SCIENTIFIC CHEMICAL PROCESSING SITE
CARLSTADT, NEW JERSEY

Proceeding under Section 122(g)(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9622(g)(4)

ADMINISTRATIVE ORDER ON CONSENT

Index No.
II-CERCLA-97-0106

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(A). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued Sept. 13, 1987, amended by memoranda dated June 17, 1988 and May 19, 1995).

2. This Consent Order is issued to the persons, corporations, or other entities identified in Appendix A (hereinafter "Respondents"). This Consent Order concerns the reimbursement of a portion of EPA's past costs for response actions undertaken at the Site and the contribution of Respondents toward the costs of the response actions that will be conducted in connection with the Scientific Chemical Processing Site (the "Site") located in Carlstadt, Bergen County, New Jersey.

3. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. This Consent Order was negotiated and executed by EPA and Respondents in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings (brought by EPA or any other person, individual or entity) other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. PARTIES BOUND AND STATEMENT OF PURPOSE

5. This Consent Order shall apply to and be binding upon EPA and upon each Respondent and its successors and assigns. Each signatory to this Consent Order certifies that he or she is fully and legally authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her. Any change in ownership or corporate status of a Respondent, including any transfer of assets or real or personal property, shall in no way alter such Respondent's payment responsibilities under this Consent Order.

6. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, with a limited cost reopener if Total Site Response Costs exceed a specified amount, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for Total Site Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of Total Site Response Costs incurred and to be incurred at or in connection with the Site, and to provide for full and complete contribution protection for Respondents with regard to Total Site Response Costs incurred and to be incurred at or in connection with the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this order, including the attached appendices, 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 appendices attached thereto. In the event of a conflict between this Order and any appendix, this Consent Order shall control.

c. Day shall mean a calendar day. 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. EPA shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. EPA Hazardous Substance Superfund shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. Hazardous substances shall mean any substance that falls within the definition of a "hazardous substance" in CERCLA § 101 (14).

g. Inmar shall mean Inmar Associates, Inc., a corporation formed in the State of New Jersey on or about May 31, 1969 with Marvin H. Mahan as President and which has its principal place of business at 200 Centennial Avenue, Suite 203, Piscataway, New Jersey 08854.

h. Interest shall mean interest at the current 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).

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

j. Next ROD shall mean the next Record of Decision issued by EPA selecting remedial action(s) for the Site that is issued after the Record of Decision for the Interim Remedy.

k. Non De Minimis Cooperating PRPs shall mean the group of non de minimis potentially responsible parties ("PRPs"), if any, that agree to perform the remedial action(s) for the Site selected in the next ROD pursuant to a Consent Decree entered by the United States District Court for the District of New Jersey.

l. Paragraph shall mean a portion of this Consent order identified by an Arabic numeral.

m. Parties shall mean EPA and the Respondents.

n. Pollutant or contaminant shall have the meaning of that term as defined in Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

o. Respondents shall mean those persons, corporations, or other entities listed in Appendix A.

p. Response costs shall mean costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

q. ROD shall mean a Record of Decision signed by the Regional Administrator of EPA - Region II selecting remedial action(s) for the Site.

r. SCP shall mean Scientific Chemical Processing, Inc., a corporation formed in the State of Delaware on or about December 10, 1970 with Leif Sigmond as President.

s. SCTC shall mean the Scientific Chemical Treatment Company, Inc., a corporation originally formed in the State of Delaware on or about November 4, 1965, with Marvin H. Mahan as President and Robert J. Meagher as Secretary/Treasurer; on or about February 11, 1966, SCTC registered in the State of New Jersey with the same corporate officers and with its principal place of business at 60 Prince Street, Elizabeth, New Jersey. SCTC became Scientific Inc., a Delaware corporation, on or about March 7, 1972 with a principal place of business at Meadow Road, Box 1403, Edison, New Jersey.

t. Scientific shall mean Scientific, Inc., the corporation formed by name change of SCTC on or about March 7, 1972. Scientific Inc. changed its name to Transtech Industries, Inc. on or about June 17, 1986 with a principal place of business at 25 Chambers Brook Road, Branchburg, New Jersey.

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

v. The Site shall mean the real property (and all structures, soil, liquids, solids, sludges and containers thereon) which is approximately 5.9 acres in size and which has a street address of 216 Paterson Plank Road, Carlstadt, New Jersey, and which occupies Lots 1, 2, 3, 4, and 5 in block 124 on the Tax Map for the Borough of Carlstadt, Bergen County, New Jersey. The Site shall also mean any area located outside the legal boundaries of the lots identified above, into which hazardous substances have migrated from any or all of Lots 1 through 5, identified above.

w. Special Account shall mean a sub-account established within the Hazardous Substance Superfund Trust Fund which allows EPA to maintain and administer cashout settlement funds on a site-specific basis.

x. Total Site Response Costs, for purposes of this Consent Order only, shall mean the past response costs that have been incurred by EPA and/or private parties at or in connection with the Site and the further response costs to be incurred by EPA and/or private parties for further response actions at or in connection with the Site.

y. United States shall mean the United States of America, its agencies, departments, and instrumentalities.

z. Waste Material shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any mixture containing any hazardous substance at any concentration.

IV. STATEMENT OF FACTS

8. The Site is bordered by Peach Island Creek, on the northeast, by Paterson Plank Road on the southwest, by Gotham Parkway on the northwest and by a commercial establishment on the southeast. A residence is located approximately one mile from the Site.

9. Peach Island Creek is a tidal waterway. Some of the area in the vicinity of the Site contains natural tidal wetlands. The area in the immediate vicinity of the Site was formerly wetlands. The Site is located within the flood plain of Peach Island Creek.

10. Workers, commuters and other members of the general public frequently use Paterson Plank Road and Gotham Parkway which adjoin the Site.

11. The area in the vicinity of the Site is currently zoned for light industrial uses by the Hackensack Meadowlands Development Commission. Active commercial facilities are located

in the immediate vicinity of the Site. The existing land use classification for the Site and the land in the vicinity of the Site would also allow hotels and restaurants to operate in the area.

12. The following three aquifers exist beneath the surface of the Site: the water table aquifer, the till aquifer and the bedrock aquifer. The water table aquifer is located one to two feet beneath the surface of the Site. The elevation of this aquifer is approximately three feet above the mean elevation of Peach Island Creek which adjoins the Site. The bedrock aquifer lies beneath the till aquifer. These two aquifers are hydraulically connected. Municipalities in the area use the bedrock aquifer as a source of public water supply. A number of commercial establishments also draw waters from the bedrock aquifer for various purposes.

13. Inmar or one or more of its predecessor corporation(s), including Sparrow Realty, Inc. and Inmar Realty, Inc., held title to some or all of the Site during the late 1960s and throughout the 1970s. Inmar is the owner of record and holds title to the Site at present.

14. In 1965, SCTC was incorporated in the State of Delaware. In 1966, SCTC registered in the State of New Jersey for the stated purposes of dealing in chemicals and their byproducts and acquiring, treating and disposing of waste of every kind and nature through every method and means whatever.

15. During the late 1960s, SCTC operated an industrial waste handling, treatment, and disposal enterprise at the Site. During the course of its business, SCTC received, handled, treated, stored and disposed of a wide variety of industrial and chemical wastes, including hazardous substances, pollutants and contaminants, at the Site.

16. On or about October 1970, SCTC ceased its waste operations at the Site.

17. On or about October 1970, SCP acquired the assets and equipment of SCTC at the Site. About this time, SCP also executed a lease with Inmar to occupy the Site. Thereafter, SCP continued waste handling, storage, treatment and disposal operations at the Site. These operations were the same or similar to those of SCTC, its predecessor at the Site.

18. Throughout the 1970s, SCP handled, treated, stored and disposed of a wide spectrum of industrial wastes at the Site. These wastes included liquids, solids and sludges containing solvents, Polychlorinated Biphenyls ("PCBs"), metals, base neutrals, volatile organic compounds ("VOCs") and numerous other hazardous substances, pollutants or contaminants from industrial processes. During these operations, many hazardous substances

were released directly onto the soil at the Site and migrated into the underlying aquifers and into Peach Island Creek.

19. In the normal course of its operations, SCP picked up a variety of liquids, solids, sludges and other industrial waste products from customers located in New York, New Jersey, Pennsylvania, Delaware, and Connecticut, in bulk using tanker trucks, in drums or other containers and by other means. SCP routinely transported the liquids, solids and sludges which it received from its customers to the Site.

20. Many of the wastes and other materials handled and disposed of at the Site, or referred to above, are hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

21. SCP ceased operations at the Site about 1980.

22. On or about March 7, 1972, SCTC caused its corporate name to be changed from the Scientific Chemical Treatment Company, Inc. to Scientific, Inc.

23. On or about June 17, 1986, Scientific, Inc. caused its corporate name to be changed from Scientific, Inc. to Transtech Industries, Inc.

24. On September 1, 1983, the Site was listed on the National Priorities List ("NPL") 40 CFR Part 300, Appendix B, which was issued pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B).

25. At various times before and after its listing on the NPL, EPA undertook studies at or relating to the Site. A group of potentially responsible parties ("PRP(s)") also undertook studies relating to the Site pursuant to a Consent Order and Unilateral Order, as noted below. The results of those studies revealed that numerous hazardous substances, pollutants and contaminants exist in the soils and groundwater at the Site and in the water column and sediment in Peach Island Creek.

26. On September 30, 1985, EPA and a group of one hundred and eight PRPs entered into an Administrative Order on Consent (Index No. II-CERCLA-50114) for the performance of a Remedial Investigation/ Feasibility Study ("RI/FS") at the Site under EPA's oversight. Each of the Respondents represents that it has paid monies towards the performance of the RI/FS.

27. On October 23, 1985, a group of thirty-one PRPs were issued a Unilateral Order (Index No. II-CERCLA-60102) which mandated that they fully participate in the efforts of, and cooperate with, those parties who entered the Administrative Order on Consent (Index No. II-CERCLA-50114) with EPA for performance of the RI/FS.

28. On October 23, 1985, EPA issued an Administrative Order (Index No. II CERCLA-50115) to Inmar, which mandated that Inmar conduct certain response actions at the Site, including removal and proper disposal of tanks containing hazardous substances. Inmar failed to comply with the terms of that Administrative order.

29. On January 14, 1987, the United States filed a complaint against Inmar (Civil Action No. 87-144) in the U.S. District Court in Newark, New Jersey seeking reimbursements from Inmar of EPA's response costs relating to Administrative Order (Index No. II CERCLA-50115) and civil penalties for Inmar's failure to comply with the terms of that Administrative Order.

30. On May 2, 1988, a Consent Decree was entered in the U.S. District Court in Newark, New Jersey settling the Inmar action (Civil Action No. 87-144). By its terms, Inmar was required to pay the government $545,000, including more than $300,000 in civil penalties pursuant to CERCLA § 106(b).

31. On September 14, 1990, EPA issued the ROD for the Interim Remedy for the Site. The Interim Remedy includes, but is not limited to, the installation of a slurry wall, the installation of a groundwater collection and extraction system, transportation of all extracted groundwater to off-site facilities for treatment and/or disposal and operation and maintenance of the Interim Remedy.

32. On September 28, 1990, EPA issued Administrative Order (Index No. II CERCLA-00116) to a group of 43 PRPs to perform the Interim Remedy at the Site. The Interim Remedy at the Site is being implemented pursuant to the Administrative Order (Index No. II CERCLA-00116) by a group of PRPs. Each of the Respondents represents that it has paid monies toward the implementation of the Interim Remedy.

33. As a result of the release or threatened release of hazardous substances at the Site, the selection of further response actions for the Site is anticipated.

34. Each Respondent listed on Appendix A of this Consent Order arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such Respondent at the Site, or accepted a hazardous substance for transport to the Site.

35. EPA has incurred and continues to incur response costs in responding to the release or threat of release of hazardous substances at or in connection with the Site. Response costs include direct and indirect costs that the United States incurs in performing work in connection with the Site or in overseeing or reviewing work performed by others, and otherwise taking enforcement action in connection with the Site, and includes, but is not limited to, payroll costs, contractor costs, travel costs,

laboratory costs, and all other costs, plus interest on all costs.

36. As of June 5, 1995, EPA has incurred at least $2,300,278.11 in past response costs in connection with the Site.

37. Based upon the information obtained during the course of the RI/FS to date, EPA presently expects that any remedial action(s) selected in further ROD(s) will address contamination in site media including sediments, soils, and groundwater.

38. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating contamination at or in connection with the Site taking into account the uncertainties as to the nature of such actions and risks associated therewith.

39. For the purposes of this Consent Order, the estimate of the total amount of Waste Materials containing hazardous substances that were contributed to the Site ("total waste-in estimate") is 25,186,510 gallons.

40. Information currently known to EPA indicates that the amount of Waste Materials containing hazardous substances contributed to the Site by each Respondent does not exceed 50,000 gallons and that the toxic or other hazardous effects of the substances contributed by each Respondent to the Site do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. A listing of the volume of Waste Materials containing hazardous substances contributed to the Site by each Respondent, as certified by each Respondent, and of either (a) the general nature of the hazardous substances contributed to the Site by each Respondent or (b) the type(s) of Waste Materials generated by each Respondent during the time period that the Respondent's Waste Materials were taken to the Site, as well as the total waste-in estimate, is attached hereto as Appendix B (SCP Carlstadt De Minimis Waste Allocation) and is incorporated by reference.

41. For the purposes of this Consent Order, Total Site Response Costs is estimated to be $100 million. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of the Total Site Response Costs at the Site.

V. DETERMINATION

42. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

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

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release," as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), from the Site. The actual or threatened "release" caused the incurrence of response costs.

e. Prompt settlement with the Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

f. This Consent Order involves only a minor portion of the response costs at the Site with respect to each Respondent within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

43. Based upon the administrative record for this Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, and intending to be legally bound, EPA and Respondents agree, and EPA hereby orders, as follows:

VII. PAYMENT

44. a. Within thirty (30) days of the effective date of this Consent Order, each Respondent shall remit to EPA the amount for that Respondent as set forth in Appendix C (List of Payment by Each De Minimis Respondent for EPA Past Response Costs) incorporated herein by reference, by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the Site name, the EPA Region and Site ID Number NJD070565403, the name and address of Respondent, and the EPA

Index Number of this Consent Order, and shall be sent to the following address:

EPA Region II
Attn: Superfund Accounting
P. O. Box 360188M
Pittsburgh, Pennsylvania 15251

b. Each Respondent shall simultaneously send a copy of each of its checks to:

Damaris Urdaz Cristiano
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway
New York, NY 10007-1866

45. a. Prior to the effective date of this Consent Order, Respondents shall present for approval to EPA a proposed trust agreement for the establishment of the SCP Carlstadt De Minimis Trust Fund ("Trust Fund") to receive the payments to be made pursuant to this Consent Order as listed in Appendix D (List of Payment of Each De Minimis Respondent for Future Remedial Action Costs) and Appendix E (Structured Settlement Terms for Certain Respondents). Within ten (10) days of the effective date of this Consent Order, Respondents shall enter into a trust agreement, in accordance with terms acceptable to EPA, establishing the Trust Fund and provide a copy of the executed trust agreement (the "Trust Agreement") to EPA. By signing this Consent Order, each Respondent agrees to execute the trust agreement.

b. 1. The Trust Agreement shall confer upon a trustee ("Trustee") all powers and authorities necessary to accomplish the purposes of the Trust. The person appointed as Trustee shall be acceptable to EPA. The Trustee shall act as a fiduciary to invest and disburse the funds paid into and interest accrued in the Trust Fund in accordance with this Consent Order and the Trust Agreement.

2. The Trust Agreement shall provide that the Trustee shall submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement.

3. The Trust Agreement shall provide that the monies paid into the Trust Fund shall be held in an account in a federally insured financial institution which agrees to submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement.

4. The Trust Agreement shall provide that the funds shall be invested in an account which earns interest at commercially reasonable rates, and such interest shall be added to the account.

All sums in the account, including interest, shall be used only in accordance with the provisions in subparagraph 45.d. below, and to pay the reasonable and necessary expenses and fees of maintaining the account.

5. The Trust Agreement shall provide that the Trustee shall submit written quarterly financial reports on the Trust Fund to a representative of the Respondents and to EPA.

6. Any risk of loss of monies paid into the Trust Fund shall be borne by the Respondents.

7. The Trust Agreement may not be modified without the written approval of EPA.

8. The Respondents shall maintain the Trust Fund in accordance with the terms of the Trust Agreement unless and until all funds paid into and interest accrued in the Trust Fund have been distributed and the Trust Agreement is terminated in accordance with its terms.

9. All requirements of the Consent Order regarding the Trust Agreement shall be incorporated into the Trust Agreement.

c. Within thirty (30) days of the effective date of this Consent Order, each of the Respondents, except for Environmental Waste Resources, Inc. and Novick Chemical Co., Inc., shall remit to the Trustee for placement in the Trust Fund the amount set forth in Appendix D for that Respondent. Environmental Waste Resources, Inc. and Novick Chemical Co., Inc. shall each make payments in accordance with the terms of Appendix E (Structured Settlement Terms for Certain Respondents), in addition to the payment each is to make pursuant to Paragraph 44. Each Respondent shall send a copy of its check(s) remitted to the Trustee to the EPA Region II SCP Carlstadt Site Attorney at the address set forth in Paragraph 44.b.

d. Monies paid into the Trust Fund shall be distributed as follows:

1. (A) If, within eighteen (18) months after the issuance of the next ROD for the Site or within any time period extension determined by EPA in writing pursuant to subparagraph 45.d.1.(B) below, a Consent Decree is entered by the United States District Court for the District of New Jersey for the performance of the remedial actions selected by EPA in the next ROD by Non <u>De Minimis</u> Cooperating PRPs, the Trustee shall disburse monies accrued in the Trust Fund to the Non <u>De Minimis</u> Cooperating PRPs, subject to the requirements in subparagraph 45.d.1.(C) below.

(B) If EPA determines that good faith negotiations for the entry of a Consent Decree for the performance of the remedial actions selected by EPA in the next ROD by Non <u>De Minimis</u> Cooperating PRPs are ongoing at the end of the eighteen (18) month period referred to in subparagraph 45.d.1.(A) above, EPA may

extend in writing the eighteen (18) month period referred to therein for a period(s) to be specified by EPA in writing. Any determination by EPA regarding whether to extend the eighteen (18) month time period, the duration of any extension(s), or whether good faith negotiations are ongoing shall be in EPA's sole and unreviewable discretion.

(C) The Trust Agreement shall provide that, prior to any disbursement to the Non De Minimis Cooperating PRPs, (a) the Non De Minimis Cooperating PRPs shall submit a request for reimbursement to the Trustee, with a copy to EPA, certified by a duly authorized officer or agent of the Non De Minimis Cooperating PRPs, which includes a description of the remedial work at the Site performed that is the subject of the request, a cost summary for that work, and a statement that the work was performed in accordance with CERCLA, the NCP, and the Consent Decree, and (b) the Trustee shall obtain EPA's concurrence that the described work was performed by the Non De Minimis Cooperating PRPs in accordance with CERCLA, the NCP, and the Consent Decree and that the cost summary represents the costs of the described work. The Trustee shall not disburse any funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Design for the remedial actions selected by EPA in the next ROD. If monies remain in the Trust Fund following the first disbursement, the Trustee shall not disburse the remaining funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Construction for the remedial actions selected by EPA in the next ROD.

2. If a Consent Decree is not entered within eighteen (18) months after the issuance of the next ROD providing for the performance of the remedial actions selected in that ROD by Non De Minimis Cooperating PRPs or within any time period extension(s) determined by EPA in writing pursuant to subparagraph 45.d.1.(B), the Trustee shall pay all monies in the Trust Fund within eighteen (18) months and twenty (20) days of the date of issuance of the next ROD, or within twenty (20) days of the expiration of any time extension(s) determined by EPA in writing pursuant to subparagraph 45.d.1.(B), to the EPA Hazardous Substance Superfund, in accordance with instructions to be provided by EPA, for placement into a Special Account for the Site.

e. The Trust Fund may not be used to pay any Stipulated Penalties that may be required to be paid pursuant to this Consent Order or any Consent Decree entered into for the performance of remedial actions selected in the next ROD by Non De Minimis Cooperating PRPs and shall not be used to pay attorneys' fees or other litigation costs of the Respondents or any Non De Minimis Cooperating PRPs.

f. Nothing in the Trust Agreement shall affect the Respondents' responsibility for compliance with this Consent Order. Respondents shall provide EPA with written notice at least ten (10) days in advance of any proposed change in the Trust Agreement or of the trustee. EPA, through its approval of the terms and conditions

of the Trust Agreement, or otherwise, does not guarantee the monetary sufficiency of the Trust Fund or the legal sufficiency of the Trust Agreement.

46. The sum of each Respondent's payments pursuant to Paragraphs 44. and 45.c. above includes an amount for: a) past response costs incurred by EPA at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover risks and uncertainties associated with this settlement, including but not limited to the risk that actual Total Site Response Costs will exceed by up to $100 million the Total Site Response Costs estimate of $100 million upon which Respondents' payments are based, but not including the risk that actual Total Site Response Costs will exceed $200 million.

VIII. FAILURE TO MAKE PAYMENT

47. If any Respondent fails to make full payment within the times required by Paragraphs 44. and 45.c., that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraphs 44 and 45.c., the United States may, in addition to any other remedies or sanctions available to EPA, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENTS

48. By signing this Consent Order, each Respondent certifies, individually, to the best of its knowledge and belief, the following:

a. Respondent conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately provided to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors, agents, or assigns, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of any Waste Material(s) at or in connection with the Site;

b. Respondent has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site;

c. Respondent has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);

d. Respondent has had the opportunity to review information made available by EPA regarding the Site including, where applicable, and without limitation, copies of entries in ledgers maintained by the Site operator, copies of receipts or other written documentation between Respondent and the Site operator, and transcripts of sworn statements by the Site operator or information provided by a transporter;

e. The amount of Waste Materials containing hazardous substances that Respondent arranged for disposal at the Site, or otherwise contributed to the Site, does not exceed the number of gallons of Waste Materials containing hazardous substances that are listed in Appendix B for the Respondent; and neither the information provided to EPA by Respondent referred to in Paragraph 48.a. or the information made available by EPA to Respondent referred to in Paragraph 48.d. indicates that Respondent arranged for disposal, or otherwise contributed to the Site, an amount of Waste Materials containing hazardous substances that is greater than the number of gallons of Waste Materials containing hazardous substances listed in Appendix B for the Respondent.

f. Respondent did not arrange for disposal at the Site, or otherwise contribute to the Site, Waste Materials containing hazardous substances that possess more toxic or other hazardous effects than the types of Waste Materials containing hazardous substances identified in Appendix B for the Respondent, in the information provided to EPA by Respondent referred to in Paragraph 48.a., and/or in the information made available by EPA to Respondent referred to in Paragraph 48.d.

X. COVENANTS NOT TO SUE BY UNITED STATES

49. In consideration of the payments that will be made by Respondents pursuant to section VII of this Consent Order, and except as specifically provided in Section XI (Reservation of Rights by United States) the United States covenants not to sue or to take administrative action against any of the Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payments as required by Section VII of this Consent Order. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order, including the complete satisfaction by the Respondent of its payment obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants not to sue extend only to Respondents and do not extend to any other person.

XI. RESERVATION OF RIGHTS

50. The covenants not to sue by the United States set forth above in Paragraph 49 do not pertain to any matters other than those expressly specified in Paragraph 49. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to, the following:

a. liability for failure to meet a requirement of this Consent Order, including claims based on a failure to make the payments required by Section VII of this Consent Order;

b. liability arising out of any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments, relating to the Site; and

d. criminal liability.

51. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered that indicates that such Respondent no longer qualifies as a de minimis party at the Site because such party contributed Waste Materials containing hazardous substances to the Site in excess of 50,000 gallons or contributed hazardous substances to the Site which are either significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site, or both; or

b. information is discovered that indicates that such Respondent contributed an amount of Waste Materials containing hazardous substances to the Site that exceeds the number of gallons of Waste Materials containing hazardous substances listed in Appendix B for such Respondent by more than 10%. However, the United States' reservation pursuant to this subparagraph 51.b. is limited to reserving the right to seek, in the event such information is discovered, an additional payment from Respondent that reflects the difference between (A) the amount that would have been payable by Respondent based on the amount of Waste Materials containing hazardous substances that the newly discovered information, in combination with previously known information, indicates Respondent contributed to the Site and (B) the amount actually paid by Respondent based on the amount of Waste Materials containing hazardous substances listed in Appendix B for such Respondent; or

c. Total Site Response Costs incurred by EPA and/or private parties at or in connection with the Site exceed $200 million. However, the United States' reservation pursuant to this subparagraph 51.c. is limited to reserving the right to seek, in the event Total Site Response Costs exceed $200 million, an additional payment by each Respondent in an amount equal to the percentage that each Respondent's waste-in allocation listed in Appendix B bears to the total waste-in estimate listed in Appendix B, multiplied by the amount of the Total Site Response Costs in excess of $200 million.

52. Nothing in this Consent Order is intended as a release or covenant not to sue for any entity not a signatory to this Consent Order, and the United States expressly reserves its rights to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation or other entity not a signatory to this Consent Order. Nothing in this Consent order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order.

XII. COVENANTS BY RESPONDENTS

53. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, its agencies, officers, representatives, contractors or employees with respect to the Site or this Consent Order including, but not limited to:

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

b. any claims arising out of response activities at the Site; and

c. any claim against the United States under CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607, 9613, relating to the Site.

54. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

XIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

55. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each expressly reserve any and all rights (including,

but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

56. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 49.

57. a. The Parties agree that each Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order, except as set forth in subparagraph 57.b. below. The "matters addressed" in this Consent Order, for purposes of the preceding sentence, are the Total Site Response Costs and the response actions for which those costs have been incurred or are to be incurred. Such protection with respect to each Respondent is conditional upon that Respondent's compliance with the requirements of this Consent Order.

b. If the Total Site Response Costs exceed $200 million and the Non De Minimis Cooperating PRPs (if any) are incurring response costs in excess of the aforesaid $200 million for the performance of response actions relating to the SCP Carlstadt Site consistent with the National Contingency Plan, such Non De Minimis Cooperating PRPs may seek an additional payment by each Respondent in an amount equal to the percentage that each Respondent's waste-in allocation bears to the total waste-in estimate, multiplied by the amount of the Total Site Response Costs in excess of $200 million incurred by such Non De Minimis Cooperating PRPs; provided that EPA and any such Non De Minimis Cooperating PRPs are not entitled to both recover for the same costs that are a component of Total Site Response Costs in excess of $200 million.

XIV. CLAIMS AGAINST THE FUND

58. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a CERCLA claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 or 9612, or 40 C.F.R. § 300.700(d).

XV. INTEGRATION/APPENDICES

59. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the

Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order.. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the List of Respondents.

"Appendix B" is the SCP Carlstadt De Minimis Waste Allocation regarding the Respondents.

"Appendix C" is the List of Payment by Each De Minimis Respondent for EPA Past Response Costs.

"Appendix D" is the List of Payment by Each De Minimis Respondent for Future Remedial Action Costs.

"Appendix E" is the Structured Settlement Terms for Certain Respondents.

XVI. OPPORTUNITY FOR PUBLIC COMMENT

60. This de minimis Consent Order shall be subject to a 30-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations that indicate that this Consent Order is inappropriate, improper, or inadequate.

XV. ATTORNEY GENERAL APPROVAL

61. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVI. EFFECTIVE DATE

62. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 60 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

APPENDIX A

LIST OF RESPONDENTS

Akzo Nobel Chemicals, Inc. (Interstab Chemical)
Alcoa (Aluminum Company of America)
Amerace Corporation (The Penetone Company)
American National Can Co.
American Flange & Manufacturing Co.
American Inks & Coatings Corp.
Armco (U.S. Polymeric)
Bowen Engineering, Inc. (Stork Bowen)
CanadianOxy Offshore Production Company (Cities Services Oil Co.)
Capital Magnetics Products
Conestoga Fuel, Inc.
Converters Ink Co., Inc.
CWM Chemical Services Inc. (Recycling Industries)
Duracell Inc. (Mallory Battery)
Environmental Waste Resources, Inc. (Environmental Waste Removal)
Ell Bee Chemical Co.
Engelhard Corp. Specialties
Esselte Pendaflex
Faberge
Fairchild Semiconductor, Inc.
Georgia Pacific Corp. (X-Cel)
Gilbert Spruance Co.
GTE Operations Support Incorporated (GTE Sylvania)
IBM Corporation
Inland Steel Container Company
J.M. Huber Corporation
J. Josephson Inc.
Kewanee Industries, Inc.
Kraft Foods Inc. (General Foods)
Metal Film, Inc.
National Starch & Chemical Co.
Novick Chemical Co. Inc
Olin Corp./Phillip A. Hunt Corp.
Owens-Illinois General, Inc.
Pacquet Oneida, Inc. (Oneida Packaging)
Pharmacia & Upjohn (Upjohn)
Pyrolac Corporation
Quality Chemicals, Inc.
Reynolds Metal Co.
Rheem Manufacturing Company
Ridge Printing Co., Inc.
SCM Corporation
Schering Corporation
Schweizerhall (Chemical Dynamics)
Seton Company
Sequa Corp. (Arrow Group Industries)
Sherwin Williams Company
The Southland Corporation
Stauffer Chemical Co.
Stimpson Company, Inc.

Syntex Beauty Care Inc.
Tenax Finishing Products Co.
Tenneco Polymers Inc. (Tenneco Chemicals Inc)
Troy Chemical Corp.
Uniroyal Chemical Company, Inc.
United States Pipe & Foundry Company, Inc.
W.R. Grace & Co.
Westinghouse Electric Corp.
Whittaker Corp.
X Craft (Cellu-Craft)

APPENDIX B

SCP Carlstadt De Minimis Waste Allocation

Name of Respondent	Quantity (Gallons)	Waste Characterization
Akzo Nobel Chemicals, Inc. (Interstab Chemicals)	8,960	Waste Solvents
Alcoa (Aluminum Company of America)	21,200	Waste Solvents, Coolant Wastes
Amerace Corp. (The Penetone Co.)	2,662.5	Trichloroethylene
American National Can Co.	10,522.5	Waste Solvents, Mixed Solvents
American Flange and Manufacturing Co.	3,382.5	Oil Sludges and Oil, Emulsions
American Inks & Coatings Corp.	36,532	Junk Paint, Flammable Liquids, Dirty Wash Solvent, Mixed Solvents
Armco (U.S. Polymeric)	5,000	Mixed Solvents
Bowen Engineering, Inc. (Stork Bowen)	19,000	Paint and Pigment Residues
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	2,300	Mixed Solvents
Capital Magnetics Products	24,858.5	Waste Slurry, Scrap Solvents
Conestoga Fuel, Inc.	4,000	Toluene
Converters Ink Co., Inc.	20,775	Liquid Waste Solvents, Waste Inks
CWM Chemical Services Inc. (Recycling Industries)	41,200	Waste Solvents
Duracell Inc. (Mallory Battery)	4,000	Mixed Solvents-Cleaning Agents
Environmental Waste Resources, Inc. (Environmental Waste Removal)	3,210	Chlorinated Residues, Ester, Alcohol, Ether, Ketone, Heavy Metal Residue, Organic and Heavy Metal Residue Mixture, Flammable Waste, Solvents
Ell Bee Chemical Co.	11,260	Mixed Isopropanol, Hexane and Water, Ester, Alcohol, Ether, Ketone and Glycol Residue

Engelhard Corp. Specialties	1,375	Solvent Mixtures
Esselte Pendaflex	4,000	Liquid Mixed Solvents
Faberge	520	Cosmetic Manufacturing Waste
Fairchild Semiconductor, Inc.	4,000	Waste Solvents, Industrial Wastes
Georgia Pacific Corp. (X-Cel)	9,500	Ethers, Ketones, Oil (Non PCB) and Plasticizer
Gilbert Spruance Co.	9,461	Paint and Pigment Residues, Mixed Solvents
GTE Operations Support Incorporated (GTE Sylvania)	41,105	Waste Solvents
IBM Corporation	9,722	Solvents
Inland Steel Container Company	13,436	Paint Sludge, Solvents
J.M. Huber Corporation	2,100	Mixture of Latex Residue, Oil and Oil Sludges, Emulsions, Paint and Pigment Residues
J. Josephson Inc.	16,340	Paint and Pigment Residues, Mixed Solvents
Kewanee Industries, Inc.	42,460.60	Waste Solvents, Inorganic Salts
Kraft Foods Inc. (General Foods)	48,294	Solvents
Metal Film, Inc.	2,310	MEK, Thinner
National Starch & Chemical Co.	40,000	Ethyl Acetate
Novick Chemical Co. Inc.	12,430	Spent Solvents, Waste Oil
Olin Corp./Phillip A. Hunt Corp.	23,345	Oil and Oil Sludges, Emulsions, Solvents
Owens-Illinois General, Inc.	1,380	Mixed Solvents
Pacquet Oneida Inc. (Oneida Packaging)	4,200	Paint and Pigment Residues
Pharmacia & Upjohn (Upjohn)	4,000	Aqueous Waste: 1% Sodium Cyanide
Pyrolac Corporation	41,000	Paint with Mixed Solvents
Quality Chemicals, Inc.	10,600	Mixed Solvents

Reynolds Metal Co.	12,400	Waste Oil and Water, Mixed Solvents, and Mixed Solvents and Oil
Rheem Manufacturing Company	21,780	Paint and Pigment Residues
Ridge Printing Co., Inc.	15,950	Mixed Solvents
SCM Corporation	4,100	Sludge
Schering Corporation	9,600	Spent Ethyl Acetate
Schweizerhall (Chemical Dynamics)	1,483	Mixed Solvents
Seton Company	4,400	Dirty Solvents: Toluene, Methyl Ethyl Ketone, Methyl Isobutyl Ketone
Sequa Corp. (Arrow Group Industries)	9,550	Waste Paint Thinner
Sherwin Williams Company	33,820	Paint and Pigment Residues
The Southland Corp.	2,500	Waste Solvents
Stauffer Chemical Co.	24,000	Weak Phosphoric Acid Slurry
Stimpson Company, Inc.	4,000	Sludge
Syntex Beauty Care Inc.	2,530	Mixed Solvents
Tenax Finishing Products Co.	21,388	Solvents
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	14,250	Mixed Solvents, Dimethyl Formamide
Troy Chemical Corp.	4,500	Solvents
Uniroyal Chemical Company, Inc.	5,000	Chlorinated Hydrocarbon Waste
United States Pipe & Foundry Co., Inc.	5,000	Asphalt Cutback Waste
W.R. Grace & Co.	400	Off-Specification Sealing Products: Toluene, Hexane and/or Isoheptane
Westinghouse Electric Corp.	495	Ferric Chloride and Lacquer Thinner
Whittaker Corp Corp.	14,500	Waste Water Solvent Residues
X Craft (Cellu-Craft)	8,580	0.00
SCP Carlstadt Site total waste-in estimate: 25,186,510 gallons		

APPENDIX C

LIST OF PAYMENT BY EACH DE MINIMIS REPSONDENT FOR EPA PAST RESPONSE COSTS

Name of Respondent	Amount
Akzo Nobel Chemicals, Inc. (Interstab Chemicals)	$11,325.44
Alcoa (Aluminum Company of America)	$26,796.80
Amerace Corporation (The Penetone Co.)	$3,365.40
American National Can Co.	$13,300.44
American Flange & Manufacturing Co.	$4,275.48
American Inks & Coatings Corp.	$46,176.45
Armco (U.S. Polymeric)	$6,320.00
Bowen Engineering, Inc. (Stork Bowen)	$24,016.00
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	$2,907.20
Capital Magnetics Products	$31,421.14
Conestoga Fuel, Inc.	$5,056.00
Converters Ink Co., Inc.	$26,259.60
CWM Chemical Services Inc. (Recycling Industries)	$52,076.80
Duracell Inc. (Mallory Battery)	$5,056.00
Environmental Waste Resources, Inc. (Environmental Waste Removal)	$4,057.44
Ell Bee Chemical Co.	$14,232.64
Engelhard Corp. Specialties	$1,738.00
Esselte Pendaflex	$5,056.00
Faberge	$657.28
Fairchild Semiconductor, Inc.	$5,056.00
Georgia Pacific Corp. (X-Cel)	$12,008.00
Gilbert Spruance Co.	$11,958.70
GTE Operations Support Incorporated (GTE Sylvania)	$51,956.72

APPENDIX C

LIST OF PAYMENT BY EACH DE MINIMIS REPSONDENT FOR EPA PAST RESPONSE COSTS

IBM Corporation	$12,288.61
Inland Steel Container Company	$16,983.10
J.M. Huber Corporation	$2,654.40
J. Josephson Inc.	$20,653.76
Kewanee Industries, Inc.	$53,670.70
Kraft Foods Inc. (General Foods)	$61,043.62
Metal Film, Inc.	$2,919.84
National Starch & Chemical Co.	$50,560.00
Novick Chemical Co. Inc	$15,711.52
Olin Corp./Phillip A. Hunt Corp.	$29,508.08
Owens-Illinois General, Inc.	$1,744.32
Pacquet Oneida Inc. (Oneida Packaging)	$5,308.80
Pharmacia & Upjohn (Upjohn)	$5,056.00
Pyrolac Corporation	$51,824.00
Quality Chemicals, Inc.	$13,398.40
Reynolds Metal Co.	$15,673.60
Rheem Manufacturing Company	$27,529.92
Ridge Printing Co., Inc.	$20,160.80
SCM Corporation	$5,182.40
Schering Corporation	$12,134.40
Schweizerhall (Chemical Dynamics)	$1,874.51
Seton Company	$5,561.60
Sequa Corp. (Arrow Group Industries)	$12,071.20
Sherwin Williams Company	$42,748.48

APPENDIX C

LIST OF PAYMENT BY EACH DE MINIMIS REPSONDENT FOR EPA PAST RESPONSE COSTS

The Southland Corp.	$3,160.00
Stauffer Chemical Co.	$30,336.00
Stimpson	$5,056.00
Syntex Beauty Care, Inc.	$3,197.92
Tenax Finishing Products Co.	$27,034.43
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	$18,012.00
Troy Chemical Corp.	$5,688.00
Uniroyal Chemical Company, Inc.	$6,320.00
United States Pipe & Foundry Company, Inc.	$6,320.00
W.R. Grace & Co.	$505.60
Westinghouse Electric Corp.	$625.68
Whittaker Corp.	$18,328.00
X Craft (Cellu-Craft)	$10,845.12

APPENDIX D

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Name of Respondent	Amount
Akzo Nobel Chemicals (Interstab Chemicals)	$45,301.76
Alcoa (Aluminum Company of America)	$107,187.20
Amerace Corporation (The Penetone Company)	$13,461.60
American National Can Co.	$53,201.76
American Flange & Manufacturing Co.	$17,101.92
American Inks & Coatings Corp.	$184,705.79
Armco (U.S. Polymeric)	$25,280.00
Bowen Engineering, Inc. (Stork Bowen)	$96,064.00
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	$11,628.80
Capital Magnetics Products	$125,684.58
Conestoga Fuel, Inc.	$20,224.00
Converters Ink Co., Inc.	$105,038.40
CWM Chemical Services Inc. (Recycling Industries)	$208,307.20
Duracell Inc. (Mallory Battery)	$20,224.00
Environmental Waste Resources, Inc. (Environmental Waste Removal)	Appendix E
Ell Bee Chemical Co.	$56,930.56
Engelhard Corp. Specialties	$6,952.00
Esselte Pendaflex	$20,224.00
Faberge	$2,629.12
Fairchild Semiconductor, Inc.	$20,224.00
Georgia Pacific Corp. (X-Cel)	$48,032.00

APPENDIX D

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Gilbert Spruance Co.	$47,834.82
GTE Operations Support Incorporated (GTE Sylvania)	$207,826.88
IBM Corporation	$49,154.43
Inland Steel Container Company	$67,932.42
J.M. Huber Corporation	$10,617.60
J. Josephson Inc.	$82,615.04
Kewanee Industries, Inc.	$214,682.82
Kraft Foods Inc. (General Foods)	$244,174.46
Metal Film, Inc.	$11,679.36
National Starch & Chemical Co.	$202,240.00
Novick Chemical Co., Inc.	Appendix E
Olin Corp./Phillip A. Hunt Corp.	$118,032.32
Owens-Illinois General, Inc.	$6,977.28
Pacquet Oneida (Oneida Packaging)	$21,235.20
Pharmacia & Upjohn (Upjohn)	$20,224.00
Pyrolac	$207,296.00
Quality Chemicals, Inc.	$53,593.60
Reynolds Metal Co.	$62,694.40
Rheem Manufacturing Company	$110,119.68
Ridge Printing Co., Inc.	$80,643.20
SCM Corporation	$20,729.60
Schering Corporation	$48,537.60
Schweizerhall (Chemical Dynamics)	$7,498.05
Seton Company	$22,246.40

APPENDIX D

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Sequa Corp. (Arrow Group Industries)	$48,284.80
Sherwin Williams Company	$170,993.92
The Southland Corp.	$12,640.00
Stauffer Chemical Co.	$121,344.00
Stimpson Company, Inc.	$20,224.00
Syntex Beauty Care, Inc.	$12,791.68
Tenax Finishing Products Co.	$108,137.73
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	$72,048.00
Troy Chemical Corp.	$22,752.00
Uniroyal Chemical Company, Inc.	$25,280.00
United States Pipe & Foundry Company, Inc.	$25,280.00
W.R. Grace & Co.	$2,022.40
Westinghouse Electric Corp.	$2,502.72
Whittaker Corp.	$73,312.00
X Craft (Cellu-Craft)	$43,380.48

APPENDIX E

Structured Settlement Terms for Certain Respondents

Pursuant to Paragraph 45.c. of the Consent Order,[1] the following Respondents shall make payments on the schedules and in the amounts set out below:[2]

Environmental Waste Resources, Inc.: Environmental Waste Resources, Inc. (EWR) shall pay $16,229.76 plus interest in four quarterly installments within one year and thirty (30) days of the effective date of the Consent Order, as follows: (1) within one hundred twenty (120) days of the effective date of the Consent Order, EWR shall make its first quarterly installment payment of $4,057.44, plus interest accrued thereon; (2) within two hundred ten (210) days of the effective date of the Consent Order, EWR shall make its second quarterly installment payment of $4,057.44, plus interest accrued thereon; (3) within three hundred (300) days of the effective date of the Consent Order, EWR shall make its third quarterly installment payment of $4,057.44, plus interest accrued thereon; and (4) within three hundred ninety five (395) days of the effective date of the Consent Order, EWR shall make its fourth quarterly installment payment of $4,057.44, plus interest accrued thereon. Interest on each installment shall begin to accrue on the thirtieth day after the effective date of the Consent Order and shall accrue on each installment until the date of payment of the installment. EWR shall make each installment payment required under this Appendix E to the Trustee appointed under the trust agreement established pursuant to Paragraph 45. of the Consent Order. EWR shall make such payments without need for a demand or bill.

Novick Chemical Co., Inc.: Novick Chemical Co., Inc. ("Novick") shall pay $62,846.08 plus interest in four annual installments within four years and thirty (30) days of the effective date of the Consent Order, as follows: (1) within one year and thirty (30) days of the effective date of the Consent Order, Novick

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[1] These payments are in addition to the payment each of the above Respondents is required to make pursuant to Paragraph 44. and Appendix C of the Consent Order.

[2] In accordance with 42 U.S.C. § 9607(a), interest, for the purpose of this Appendix E, shall accrue at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to Subchapter A of Chapter 98 of Title 26 of the Internal Revenue Code and shall be compounded on October 1 of each year. The Superfund interest rate changes once each year on October 1. The Fiscal Year 1997 (10-1-96 to 9-30-97) Superfund interest rate is 5.70 percent. The Superfund interest rate for subsequent fiscal years can be obtained from the EPA Region II SCP Carlstadt Site Attorney following the beginning of each applicable federal fiscal year.

shall make its first annual installment payment of $15,711.52, plus interest accrued thereon; (2) within two years and thirty (30) days of the effective date of the Consent Order, Novick shall make its second annual installment payment of $15,711.52, plus interest accrued thereon; (3) within three years and thirty (30) days of the effective date of the Consent Order, Novick shall make its third annual installment payment of $15,711.52, plus interest accrued thereon, and (4) within four years and thirty (30) days of the effective date of the Consent Order, Novick shall make its fourth annual installment payment of $15,711.52, plus interest accrued thereon. Interest on each installment shall begin to accrue on the thirtieth day after the effective date of the Consent Order and shall accrue on each installment until the date of payment of the installment. Unless and until the trust agreement established pursuant to Paragraph 45. of the Consent Order has been terminated, Novick shall make each installment payment required under this Appendix E to the Trustee appointed under the trust agreement established pursuant to Paragraph 45. of the Consent Order. If the trust agreement established pursuant to Paragraph 45. of the Consent Order has been terminated, Novick shall make any remaining installment payment(s) required under this Appendix E to (a) the Non De Minimis Cooperating PRPs,[3] if the Trust Fund monies referenced in Paragraph 45.d. of the Consent Order were distributed to the Non De Minimis Cooperating PRPs pursuant to Paragraph 45.d.1. of the Consent Order or (b) the EPA Hazardous Substance Superfund, if the Trust Fund monies referenced in Paragraph 45.d. of the Consent Order were distributed to the EPA Hazardous Substance Superfund pursuant to Paragraph 45.d.2. of the Consent Order.[4] Novick shall make such payments without need for a demand or bill.[5]

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[3] The term "Non De Minimis Cooperating PRPs" is defined in Paragraph 7.k. of the Consent Order.

[4] In the event that any such installment payment is made to the EPA Hazardous Substance Superfund, such amount shall be placed into a Special Account for the SCP Carlstadt Site.

[5] Prior to making each installment payment, Novick shall contact the EPA Region II SCP Carlstadt Site Attorney to ascertain whether the trust agreement has been terminated, and, if so, to whom and how the payment should be made.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: _____ 6/23/87
JEANNE M. FOX Date
Regional Administrator
U.S. Environmental Protection Agency
Region II

SCP/Carlstadt De Minimis Settlement Trust Agreement

This TRUST AGREEMENT is made by and among the Settling De Minimis Parties listed in Attachment A (hereinafter "Settling Parties") and Bankers Trust ("Trustee").

WITNESSETH:

WHEREAS, certain of the Settling Parties listed in Attachment A have been named as potentially responsible parties at the Superfund Scientific Chemical Processing Site in Carlstadt, New Jersey ("Site"), and as such have had claims made against them by the United States Environmental Protection Agency ("U.S. EPA" or "EPA") under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et. seq.

WHEREAS, the Settling Parties have settled the claims against them with U.S. EPA pursuant to an Administrative Order on Consent, Index No. II CERCLA-97-0106, ("Consent Order"), (Attachment B).

WHEREAS, said Consent Order represents a final settlement of the claims against Settling Parties regarding the Site pursuant to CERCLA Section 9622(g), under which Settling Parties receive a covenant not to sue from U.S. EPA and protection from contribution actions regarding the Site, subject to the terms and conditions of the Consent Order.

WHEREAS, pursuant to the Consent Order, the Settling Parties have agreed to pay monies into a Trust Account as set forth on Attachment C to be used for remediation at the Site.

WHEREAS, it is the desire of the Settling Parties to enter into this Agreement and to appoint a trustee for the purpose of holding, investing, transferring and disposing of the deposited funds and any proceeds generated therefrom, and Trustee is willing to accept such appointment upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual rights and obligations hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties and Trustee hereto agree as follows:

ARTICLE I
Definitions

As used in this Agreement:

1.1 The term "Day" shall mean a calendar day. 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.

1.2 The term "Consent Order" shall mean the Administrative Order on Consent Index No. II CERCLA-97-0106 entered into by EPA and the Settling Parties.

1.3 The term "Settling Parties" shall mean those parties listed on Attachment A that have entered into the Consent Order with EPA defined above.

1.4 The term "Non De Minimis Cooperating PRPs" shall mean the group of non de minimis potentially responsible parties ("PRPs"), if any, that agree to perform the remedial action(s) for the Site selected in the next Record of Decision pursuant to a Consent Decree entered by the United States District Court for the District of New Jersey. There is an existing group of potentially responsible parties regarding the SCP/Carlstadt Site known as the "216 Paterson Plank Road Cooperating PRP Group," some of whose members are listed on Attachment D. It is anticipated that some of the members of the 216 Paterson Plank Road Cooperating PRP Group may become "Non De Minimis Cooperating PRPs" as defined in Paragraph 7.k. of the Consent Order.

1.5 The term "next ROD" means the next Record of Decision issued by EPA selecting remedial action(s) for the Site that is issued after the ROD for the Interim Remedy.

1.6 The term "216 Paterson Plank Road Cooperating PRP Group" shall mean that existing group of PRPs at the Site, some of whom are listed on Attachment D, who have undertaken certain investigations and remediation activities at the Site pursuant to EPA Administrative Orders Index No. II-CERCLA-00116 and Index No. II CERCLA-50114.

1.7 The term "duly authorized officer or agent of the Non De Minimis Cooperating PRPs" shall mean Common Counsel for the 216 Paterson Plank Road Cooperating PRP Group as identified in Section 4.2 below or such other person designated by the Non De

Minimis Cooperating PRPs after entry of the Consent Decree for the performance of the next ROD, if any.

1.8 The term "Site" shall mean the Scientific Chemical Processing Site in Carlstadt, New Jersey.

Article II
The Trust Account

SECTION 2.1. Appointment of Trustee and Establishment of Trust Account:

(a) The Settling Parties hereby appoint Bankers Trust as Trustee hereunder, and the Trustee hereby accepts such appointment.

(b) There is hereby established with the Trustee a Trust Account which shall be held in the custody of the Trustee in a separate segregated account(s) and distributed by the Trustee as provided by this Agreement.

SECTION 2.2. Deposits to Trust Account. Settling Parties agree that within thirty (30) days of the effective date of the Consent Order, (as defined in the Consent Order), after execution by both the Settling Parties and U.S. EPA, the Settling Parties will deposit, or cause to be deposited, with the Trustee funds in the amounts set forth on Attachment C. Except as distributed pursuant to Section 2.3 below or paid as reasonable and necessary expenses and fees of maintaining the Trust Account pursuant to Sections 3.1 and 3.3 below, Trustee shall hold and invest such funds, and the interest from investing such funds, until the termination of the Trust Agreement. The funds shall be sent to:

Bankers Trust Company
Four Albany Street
Environmental Escrow Services
4th Floor
New York, New York 10006

SECTION 2.3. Distribution of Trust Account Funds. Moneys paid into the Trust Account, including interest accrued thereon, shall be distributed by the Trustee as follows:

(a) (i) If, within eighteen (18) months after the issuance of the next Record of Decision (ROD) for the Site or within such longer time period (if any) that EPA has determined in writing

pursuant to subparagraph 45.d.1. (B) of the Consent Order, the Trustee receives written notice from EPA that a Consent Decree has been entered by the United States District Court for the District of New Jersey for the performance of the remedial actions selected by EPA in the next ROD by Non De Minimis Cooperating PRPs, the Trustee shall disburse the moneys accrued in the Trust Account for remedial work at the Site, in accordance with the requirements in subparagraph (ii) below.

(ii) Subject to the foregoing subparagraph (i) the Trustee shall disburse funds to the Non De Minimis Cooperating PRPs in accordance with instructions to be provided by a duly authorized officer or agent of the Non De Minimis Cooperating PRPs under the following procedure: Before any disbursement can occur hereunder, (1) the agent of the Non De Minimis Cooperating PRPs shall submit to the Trustee, with a copy to EPA, a request for reimbursement certified by a duly authorized officer or agent of the Non De Minimis Cooperating PRPs that includes a description of the remedial work at the Site performed, a cost summary for that work, and a statement that the work was performed in accordance with CERCLA, the NCP, and the Consent Decree; and (2) the Trustee shall receive from EPA EPA's concurrence in writing that the described work was performed by the Non De Minimis Cooperating PRPs in accordance with CERCLA, the NCP, and the Consent Decree and that the cost summary represents the costs of the described work. The Trustee shall not disburse any funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Design for the remedial actions selected by EPA in the next ROD. If moneys remain in the Trust Account following the first disbursement, the remaining funds shall not be disbursed to the Non De Minimis Cooperating PRPs until after completion of the Remedial Construction for the Remedial Action selected by EPA in the next ROD and the submissions and written concurrence discussed above have been obtained for such work. After all funds have been distributed and the Trustee has provided a final financial report, the Trust will terminate; or,

(b) If the Trustee receives a written notice from EPA to the effect that a Consent Decree has not been entered by the United States District Court for the District of New Jersey within eighteen (18) months of the issuance of the next ROD providing for the performance of the remedial actions selected in that ROD by the Non De Minimis Cooperating PRPs or within such longer time period (if any) that EPA has determined in writing pursuant to subparagraph 45.d.1.(B) of the Consent Order and provided to the Trustee, then within eighteen months and twenty (20) days of the

issuance of the next ROD or within twenty (20) days after the expiration of any extension determined in writing by EPA pursuant to subparagraph 45.d.1.(B) of the Consent Order, the Trustee shall pay all moneys in the Trust Account to the EPA Hazardous Substances Superfund, in accordance with instructions to be provided by EPA, for placement into a Special Account for the Site and, after the Trustee has made such payment and provided a final financial report, the Trust shall terminate.

(c) The Trust Account may not be used to pay any Stipulated Penalties that may be required to be paid pursuant to this Consent Order or any consent decree entered into for the performance of remedial actions selected in the next ROD and shall not be used to pay attorneys' fees or other litigation costs.

SECTION 2.4. Agreements of the Settling Parties. The Settling Parties agree that after they have deposited, or caused to be deposited, funds in the Trust Account, they shall have no right to withdraw such funds for any reason and shall exercise no jurisdiction or control over such funds, the Trust Account, or the Trustee. The Settling Parties shall have no right to any interest earned on monies on deposit in the Trust Account.

SECTION 2.5. Investment of Trust Account Funds. During the time that the Trustee holds any funds, the Trustee shall invest and reinvest the principal and income of the Trust Account Funds, which shall be treated as a single fund without distinction between principal and income, solely in a federally insured interest bearing account and U.S. Treasury obligations, provided the amount of money in the federally insured account shall not exceed the amount for which the account is federally insured. Such accounts and Treasury obligations shall be held in a financial institution that agrees to submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement. The funds shall be invested in an account(s) or U.S. Treasury obligations which earn interest at commercially reasonable rates. All interest shall be added to the principal in the Trust Account.

ARTICLE III
Trustee

SECTION 3.1. Compensation of Trustee. The Trustee shall be entitled to a fee as set forth on the attached schedule which is Attachment E as reasonable compensation for services under and pursuant to this Agreement. The Trustee is hereby authorized to deduct such compensation directly from the Trust Account.

SECTION 3.2. Trustee's Performance; Duty of Care.

(a) The Trustee accepts and agrees to hold said deposits by the Settling Parties and consents and agrees to perform and comply with all terms and provisions contained in this Agreement. The Trustee shall act as a fiduciary to invest and disburse the funds paid into and interest accrued in the Trust Account in accordance with this Trust Agreement and the Consent Order.

(b) The Trustee shall take no action except as provided herein, and shall have no responsibilities to the Settling Parties except those specifically provided for herein. The Trustee has no responsibility with respect to the management of the Site, the remediation of the Site, the payment of any costs of remedial or removal action, damages, penalties, fines, taxes or other expenses related to the Site or to conduct any duties other than the express duties explicitly set forth in this Agreement with respect to the Trust Account Fund. The Trustee shall have no liability as to the use of funds disbursed by it from the Trust Account in accordance with this Agreement. The Trustee's responsibilities shall specifically include the obligation set forth in Section 2.5 to invest the trust funds in one or more federally-insured interest-bearing accounts or U.S. Treasury obligations and to file applicable tax returns, pay applicable federal and state taxes on the Trust Account Funds and comply with other administrative provisions applicable to the Trust Account under the Internal Revenue Code and Treasury regulations, and appropriate state tax law as set forth in Section 3.3. In performing its duties and obligations hereunder, the Trustee shall exercise the same degree of skill and care as is ordinarily exercised by similar institutions in the receipt and disbursement of moneys under similar circumstances.

(c) No provision of this Agreement shall be construed to relieve the Trustee from liability for the Trustee's own negligent action, negligent failure to act or willful misconduct or that of

Trustee's officers or employees; provided, however, that (i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, no implied covenants or obligations shall be read into this Agreement against the Trustee, and, in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements expressed therein, upon any documents furnished to the Trustee and conforming to the requirements of this Agreement and the Trustee may rely and shall be protected in acting upon any document believed by it to be genuine and to have been signed and presented by the proper party or parties, provided that, in the case of any such document which by any provision of this Agreement is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the Requirements of this Agreement, and (ii) the Trustee shall not be personally liable for an error in judgment made in good faith by a responsible officer of the Trustee, unless it shall be proved that the Trustee was negligent in performing its duties under this Agreement.

SECTION 3.3. Trustee's Obligations. The Trust is intended by the Settling Parties to constitute a qualified settlement fund, within the meaning set forth in 26 C.F.R. § 1.468B-1. Trustee will obtain an Employer Identification Number for the Trust Account and will file applicable tax returns, pay applicable federal and state taxes on the Trust Account and comply with other administrative provisions applicable to the Trust Account under the Internal Revenue Code and Treasury regulations, and appropriate state tax law. Any taxes and other payments required to comply with federal or state tax laws shall be debited by the Trustee from the Trust. The approval by EPA of this Trust Agreement pursuant to Paragraph 45.a. of the Consent Order does not constitute a position of the United States as to whether this Trust Account is a qualified settlement fund, within the meaning set forth in 26 C.F.R. § 1.468B-1, and does not foreclose any position the Internal Revenue Service may take on this matter.

SECTION 3.4. The Trustee shall not be required to institute any litigation or collection proceedings hereunder. The Trustee shall have the right at any time to seek instructions concerning the administration of this Agreement from the Settling Parties or their designated Representative. The Trustee shall

have the right at any time to seek written information from EPA regarding the distribution of the Trust Account as set forth in Section 2 by contacting in writing the EPA representative in Section 4 of this agreement, or her successor, provided that no contact shall be made with EPA without advance notice to and an opportunity to comment on the communication by the representative of the non de minimis PRPs as identify in Sections 1.7 and 4.2.

SECTION 3.5. Quarterly Financial Report. The Trustee shall provide quarterly written financial reports on the Trust Account, including information on funds deposited, type of investments made, interest accrued, funds distributed, and tax and fee payments made, to EPA representative, to the Settling Parties and to the 216 Paterson Plank Road Cooperating PRP Group representative as identified in section 4.2.

ARTICLE IV
Miscellaneous

SECTION 4.1. Waivers; Amendments.

(a) No failure or delay by any party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No waiver of any provision of this Agreement or consent to any departure therefrom shall in any event be effective unless the same shall be authorized as provided in paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) No provision of this Agreement may be waived, amended, supplemented, or modified except pursuant to an agreement in writing entered into by the Settling Parties and the Trustee with written approval from U.S. EPA. However, a change in the individual to receive notice or the location at which the notice will be received may be made without approval of the EPA provided that EPA received written notice of the change at least ten (10) days prior to the effective date of the change.

SECTION 4.2. Notices. All communications and notices under this Agreement shall be in writing and shall be

deemed to have been duly given if delivered by hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, or by overnight courier, or received by telex, telecopy or other wire transmission (with request for assurance of receipt in a manner customary for communications of such respective type, followed by confirmation of receipt) to the appropriate following address:

If to the Settling Parties: Persons listed on Attachment A.

If to the Trustee:

Mr. Paul Dispenza
Bankers Trust Company
Four Albany Street
New York, New York 10006

If to U.S. EPA:

Damaris Urdaz Cristiano
[or SCP/Carlstadt Site Attorney]
Office of Regional Counsel
U.S. EPA Region II
290 Broadway, 17th Floor
New York, NY 10007

If to the 216 Paterson Plank Road Cooperating PRP Group:

William Warren, Esq.
Drinker, Biddle & Reath
105 College Road East
Suite 300
P.O. Box 627
Princeton, New Jersey 08542-0627

or at such other address as the party may designate by notice to the other parties hereto in accordance with this Section.

SECTION 4.3. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New Jersey without regard to New Jersey law on conflict of laws. The Trustee shall submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in conjunction with any litigation arising out of the Trust Agreement.

SECTION 4.4. Counterparts. This Agreement may be executed in two or more counterparts, and by the Different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument.

SECTION 4.5. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or such provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any remaining terms or provisions of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable. To the extent permitted by Applicable Law, the parties hereto waive any provision of law that renders any term or provision of this Agreement invalid or unenforceable in any respect.

SECTION 4.6. Headings. The headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

SECTION 4.7. Entire Agreement. This Agreement and the Attachments supersede all prior agreements, written or oral, between or among any of the parties hereto relating to the transaction contemplated hereby and each of the parties hereto represents and warrants to the others that this Agreement and the Attachments constitute the entire agreement among the parties relating to the transactions contemplated hereby.

SECTION 4.8. Binding Effect. All agreements, representations, warranties and indemnities in this Agreement and in any agreement, document or certificate delivered concurrently with the execution of this Agreement or from time to time hereafter shall bind the party making the same and its successors and assigns and shall inure to the benefit of each party for whom made and its permitted successors and assigns.

SECTION 4.9. Successor Trustee. In the event of the bankruptcy, insolvency, incapacity, resignation or removal of the Trustee, a successor Trustee shall be appointed by the Settling Parties by delivery of a written instrument of appointment to the successor Trustee. The Settling Parties shall provide at least ten (10) days written notice to EPA of a proposed change of

trustee. The successor Trustee shall be acceptable to EPA. The successor Trustee shall execute, acknowledge and deliver to its predecessor Trustee and the Settling Parties, with a copy to EPA and the 216 Paterson Plank Road Cooperating PRP Group, a written instrument accepting such appointment, and thereupon such successor Trustee, without further act, deed or conveyance shall be fully vested with all the rights, powers, trusts, duties and other obligations hereunder of its predecessor, and the predecessor Trustee shall deliver all funds held by it in trust pursuant to this Trust Agreement to its successor.

SECTION 4.10. Enforcement. The terms of this Trust Agreement shall be enforceable by each of the parties hereto and also by the 216 Paterson Plank Road Cooperating PRP Group and EPA, as potential third party beneficiaries.

SECTION 4.11. Survival. The provisions set forth in Section 3.2 of this agreement shall survive the termination of this Agreement and the Fund.

SECTION 4.12 Effective Date. The Agreement shall become effective on the date that the Consent Order becomes effective as defined in Paragraph 62 of the Consent Order.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by it or an authorized representative.

By: Bankers Trust

Signature

VICE PRESIDENT

Title

July 2, 1997

Date

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Akzo Nobel Chemicals Inc. (successor to Interstab Chemical)
Name of Company

Jeffrey Thomson
Signature

SECRETARY
Title

13-3429437
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Aluminum Company of America
Name of Company

Signature

Kevin L. McKnight
Managerm. Environmental NRDA & CERCLA
Title Remediation Project

25-0317820
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Jere Kronenberg
Name of Company

Vice President - General Counsel
Signature

Amerace Corporation (Penetone Corporation)
Title

13-3240682
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: American National Can Co.

Name of Company

Signature

Asst General Counsel

Title

36-224-1181

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: AMERICAN FINANCE & MANU. CO., INC.
Name of Company

Richard J. Becker
Signature

Director of Finance/HR
Title

13-0431355
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: American Inks and Coatings Corp.
Name of Company

Signature William P. Rimel, III

President
Title

23-1271983
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Armco Inc.
Name of Company

Signature
James L. Bertsch
Vice President & Treasurer
Title

31-0200500
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Bowen Engineering, Inc.
Name of Company

Signature

President
Title

22-1414774
Company Taxpayer Identification Number

RECEIVED
20

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: OXY USA Inc. (as indemnitor to CanadianOxy for this matter)
Name of Company

Signature

Vice President
Title

73-1166880
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Capitol Records, Inc.
Name of Company

Signature

Secretary
Title

95-1433120
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Conestoga Fuels, Inc.
Name of Company

Signature Bradley R. Singer

Vice President
Title

23-1510219
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: CONVERTERS INK COMPANY, INC.
Name of Company

Signature on behalf of
BEATRICE COMPANY

Title

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: CWM Chemical Services, INC (Recycling Industries)
Name of Company

Signature

Closed Sites Manager
Title

16-0965470
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Duracell Inc.
Name of Company

Deborah Marson
Signature

Senior Corporate Counsel
Title

06-1240267
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Engelhard Corporation
Name of Company

Signature

Director - Environment Health & Safety
Title

22-1586002
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Esselte Corporation
Name of Company

Signature

Vice President & General Counsel
Title

11-0556950
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Faberge
Name of Company

Signature

Attorney
Title

13-1840-427
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: FAIRCHILD SEMICONDUCTOR, Inc.
Name of Company

Brian W. Carter
Signature

World-wide Environmental Counsel
Title

22-1692661
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: GEORGIA-PACIFIC CORPORATION
Name of Company

Signature

Chief Counsel - Building Products
Title

93-0432081
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: The Gilbert Spruance Co.

Name of Company

Robert M. Cooke.

Signature

FORMER OWNER

Title

230624310

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: GTE Operations Support Incorporated
Name of Company

Signature

Vice President-Controller
Title

06-1335449
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: IBM CORPORATION
Name of Company

Signature J.K. GUERIN

SENIOR COUNSEL
Title

130871985
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Inland Steel Company

Name of Company

William T. McCormick Jr.

Signature

Assistant General Counsel

Title

36 - 1262880

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: J. M. Huber Corporation

Name of Company

Signature

VP & General Counsel

Title

13-0860350

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: J. Josephson, Inc.
Name of Company

Signature

Mark Goodman, President
Title

112200757
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Kewanee Ind., Inc.
Name of Company

Signature

Sr. Superfund Specialist
Title

940890210
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Kraft Foods, Inc.

Name of Company

Deborah L. Galvin

Signature

Assistant Secretary

Title

36-3083135

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Metal Film, Inc.
Name of Company

William D. Ennis, Jr.
Signature

Counsel
Title

13-5659065
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: National Starch and Chemical Company
Name of Company

Signature Alexander M. Samson, Jr.

Counsel, Regulatory Affairs
Title

13-1522451
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Novick Chemical Co., Inc.
Name of Company

Edward Novick
Signature

Pres
Title

23-172-7711
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Olin Corporation
Name of Company

Signature

Corporate Director, Environment, Health & Safety
Title

13-1872319
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Owens-Illinois General, Inc.

Name of Company

Signature H. G. Bruss

Assistant Secretary

Title

22-278-4167

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Pacquet Oneida, Inc.
Name of Company

Helmut M. Kern
Signature Helmut M. Kern

Vice President
Title

22-2385157
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: PHARMACIA & UPJOHN COMPANY
Name of Company

x Randal S. Senger
Signature Randal S. Senger

Associate Director,
Environmental Quality and Safety, PPC US
Title

38-1123360
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: _____
Name of Company

_____
Signature

Counsel for Pyrolac Corporation, As retained by Westport Insurance Corporation, formerly Puritan Insurance Company
Title

_____
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Quality Chemicals, Inc.

Name of Company

Scott Martin

Signature (by Scott Martin)

President

Title

25-1261559

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Reynolds Metals Company

Name of Company

William E. Leahey, Jr.

Signature

William E. Leahey, Jr.
Senior Vice President

Title

54-0355135

Company Taxpayer Identification Number

CONTRACT APPROVALS PER COM C-10.7
R 2036 (Rev. 7/95)

REQUIRED APPROVAL	INITIALS	DATE
LEGAL	Rmm	6/10/97

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Rheem Manufacturing Company

Name of Company

Signature

Vice President, Secretary and General Counsel

Title

13-3254554

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Ridge Printing G. Inc
Name of Company

Peter Cohen
Signature

V.P.
Title

22-1482396
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Allied Paper, Inc.
Name of Company

Samuel Friedman
Signature

Vice President
Title

51-0286878
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Schering Corporation

Name of Company

Signature

Richard Zahn
Vice President

Title

22-1261880

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Schweizenhall Inc.
Name of Company

Signature

VP
Title

22 2836142
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Seton Company
Name of Company

Signature

VP & Sec
Title

22-1274300
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: SEQUA CORPORATION (on behalf of Arrow Group Industries)
Name of Company

Signature

Director, Environmental Law
Title

13-1885030
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: The Sherwin-Williams Company
Name of Company

Signature

Vice President, General Counsel & Secretary
Title

34-0526850
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: THE SOUTHLAND CORPORATION
Name of Company

By: [signature]
Signature

Vice President
Title

75-1085131
Company Taxpayer Identification Number

Attest:

By: [signature]
Assistant Secretary

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Stauffer Chemical Company
Name of Company

Signature

Vice President & General Counsel of Stauffer Management Company
Title on behalf of Stauffer Chemical Company

51-0301988
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: EDWIN S STIMPSON CO INC.
Name of Company

Signature

Executive Vice President
Title

11-1373230
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Syntex Beauty Care Inc.
Name of Company

Signature

Asst. Secretary
Title

94-2530295
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: TENAX FINISHING PRODUCTS CO.

Name of Company

Signature

VICE PRESIDENT

Title

22-1453676

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

TENNECO POLYMERS, INC.,
now known as
By: EPEC POLYMERS, INC.
Name of Company

Wayne B. Allred
Signature

Vice President and Treasurer
Title

#76-0044437
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: TROY CHEMICAL CORP.
Name of Company

Signature

V. PRES-OPERATIONS
Title

22-2306831
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Uniroyal Chemical Company, Inc.
Name of Company

Signature

Assistant Secretary
Title

06-114-8490
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: United States Pipe and Foundry Company, Inc.
Name of Company

Robert M Aycock
Signature: Robert M. Aycock

Vice President Operations
Title: Vice President Operations

13 - 3429804
Company Taxpayer Identification Number
#13-3429804

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: W.R. Grace & Co.-Conn.
Name of Company

6/17/97
Signature
Roderic J. McLuren

Senior Environmental Counsel
Title

13-5114230
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement

Settling Party Signature Page

By: Westinghouse Electric Corporation

Name of Company

OK 5-5-97

Signature

Vice President

Title

25-0877540

Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: Whittaker Corporation
Name of Company

Signature

Lynne M. O. Brickner
Vice President & General Counsel
Title

95-4033076
Company Taxpayer Identification Number

SCP/Carlstadt De Minimis Settlement Trust Agreement
Settling Party Signature Page

By: X Craft (Cella Craft)
Name of Company

[illegible]
Signature

President
Title

13 3179404
Company Taxpayer Identification Number

SETTLING DE MINIMIS PARTIES
ADMINISTRATIVE ORDER ON CONSENT
INDEX No. II CERCLA 97-0106

1. AKZO Nobel Chemicals, Inc. Successor to Interstab Chemical

   Contact: Jeffrey T. Massari, Esq.
   Assistant General Counsel
   AKZO Nobel Chemicals
   300 South Riverside Plaza
   Chicago, IL 60606-6697

2. Aluminum Company of America

   Contact: Patricia A. Shaw, Esq.
   LeBoeuf, Lamb, Greene & MacRae, LLP
   601 Grant Street
   Pittsburgh, PA 15219-4405

3. American Flange & Manufacturing Co.

   Contact: Richard J. Becker
   American Flange & Manufacturing
   290 East Fullerton Avenue
   Carol Stream, IL 60188

4. American Inks and Coatings Corp.

   Contact: William H. Bradbury, III, Esq.
   Strong, Stevens & Hamilton
   640 Sentry Parkway, First Floor
   Blue Bell, PA 19422

5. American National Can

   Contact: A. Bruce White, Esq.
   Karaganis & White, Ltd.
   414 North Orleans Street - Suite 810
   Chicago, IL 60610

6. Armco Inc.

   Contact: LoVeen J. Moody, Esq.
   Associate Counsel
   Armco, Inc.
   One Oxford Centre
   301 Grant Street
   Pittsburgh, PA 15219-1415

7. Bowen Engineering, Inc.

   Contact: Lydia B. Duff, Esq.
   Attorney-at-Law
   Miles & Stockbridge
   10 Light Street
   Baltimore, MD 21202-1487

8. Capitol Magnetic Products

   Contact: R. Thomas McLaughlin, Esq.
   Kelly, McLaughlin & Foster
   1700 Atlantic
   260 S. Broad Street
   Philadelphia, PA 19102

9. Conestoga Fuels, Inc.

   Contact: Bradley Ray Singer
   Conestoga Fuels, Inc.
   1142 Elizabeth Avenue
   P.O. Box 4665
   Lancaster, PA 17604

10. Beatrice Company, on behalf of Converters Ink Co., Inc.

    Contact: Brian Weeks, Esq.
    Lowenstein, Sandler, Kohl, Fisher & Boylan
    65 Livingston Avenue
    Roseland, NJ 07068-1701

11. Duracell Inc. (Mallory Battery)

Contact: Deborah Marson, Esq.
Senior Corporate Counsel
The Gillette Company
Prudential Tower Building
Boston, MA 02199-8004

12. Ell-Bee Chemical

Contact: Lynn Wright, Esq.
Edwards & Angell
750 Lexington Avenue
New York, NY 10022

13. Engelhard Corp. Specialties

Contact: Scott Clearwater, Esq.
Engelhard Corporation
101 Wood Avenue
Iselin, NJ 08830-0770

14. Environmental Waste Resources, Inc.

Contact: Joseph R. Stramondo
Director, Environmental Health & Safety
Environmental Waste Resources, Inc.
130 Freight Street
Waterbury, CT 06702

15. Esselte Pendaflex

Contact: John J. O'Connor, Esq.
Vice President and General Counsel
Esselte Corporation
71 Clinton Road
Garden City, NY 11530

16. Faberge

Contact: David R. Morrison, Esq.
Chesbrough Pond's
33 Benedict Place
Greenwich, CT 06830

17. Fairchild Semiconductor, Inc.

Contact: Joseph L. Page, Esq.
Schlumberger Limited
205 Industrial Boulevard
Sugar Land, Texas 77478

18. Georgia-Pacific Corporation (Xcel)

Contact: Teri Wall
Georgia-Pacific Corporation
133 Peachtree Street, N.E.
Atlanta, GA 30303

19. The Gilbert Spruance Co.

Contact: Seth v.d.H. Cooley, Esq.
Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103-7396

20. GTE Operations Support Inc.

Contact: Alvin E. Ludwig
Vice President - Controller
GTE Operations Support, Inc.
One Stamford Forum
Stamford, CT 06904

21. IBM Corporation

Contact: James Guerin, Esq.
IBM Company
Route 100
Mail Drop 2428
4M-07, Bldg. 2
P.O. Box 100
Somers, NY 10589

22. Inland Steel Container

Contact: Michele M. Gutman, Esq.
Attorney-at-Law
Babst Calland Clements and Zomnir
Two Gateway Center, Eighth Floor
Pittsburgh, PA 1522

23. J. Josephson, Inc.

Contact: Rob Muccilli, Esq.
Capehart & Scatchard, P.A.
Laurel Corp. Center, Suite 300
8000 Midlantic Drive
Mt. Laurel, NJ 08054

24. J.M. Huber Corporation

Contact: General Counsel
J.M. Huber Corporation
333 Thornall Street
Edison, NJ 08818

25. Kewanee Industries, Inc.

Contact: Brian P. Roberts, Esq.
Kewanee Industries, Inc.
555 Market Street - Room 447
San Francisco, CA 94105

26. Kraft Foods, Inc.

Contact: Douglas T. Moring, Esq.
Kraft Foods, Inc.
Three Lakes Drive
Northfield, IL 60093

27. Metal Film, Inc.

Contact: Willliams D. Evans, Jr., Esq.
Rich and Henderson, P.C.
844 West Street
P.O. Box 589
Annapolis, MD 21404-0589

28. National Starch and Chemical Company

Contact: Alexander M. Samson, Jr., Esq.
Counsel, Regulatory Affairs
National Starch and Chemical Company
10 Finderne Avenue
P.O. Box 6500
Bridgewater, NJ 08807-0500

29. Novick Chemical, Co., Inc.

Contact: David L. Isabel, Esq.
Pitney, Hardin, Kipp & Szuch
P.O. Box 1945
Morristown, NJ 07962-1945

30. Olin Chemicals

Contact: David L. Cummings
Manager, Environmental Remediation
P.O. Box 248
1186 Lower River Road, N.W.
Charleston, TN 37310

31. Owen-Illinois General, Inc.

Contact: Nirav D. Parikh, Esq.
Susan Smith
Owen-Illinois, Inc.
Suite 30-LDP
One SeaGate
Toledo, OH 43666

32. Canadian Oxy Offshore Production Co. (Cities Service Oil Co.)

Contact: Christine M. Polccaro-Rainey
Administrative Assistant
Glenn Springs Holdings, Inc.
P.O. Box 300
Tulsa, Oklahoma 74102-0300

33. Pacquet Oneida, Inc.

Contact: J. Wiley Donald, Esq.
McCarter & English
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102-4096

34. Amerace Corporation (Penetone Company)

Contact: Michael F. Rettig, Esq.
Senior Environmental and
Corporate Counsel
Thomas & Betts Corporation
1555 Lynnfield Road
Memphis, TN 38119

35. Pharmacia & Upjohn

Contact: Joan L. Root, Esq.
Environmental Counsel
Pharmacia & Upjohn
7000 Portage Road
Kalamazoo, MI 49001-0199

36. Pyrolac Corporation

Contact: Benjamin Folkman, Esq.
Van Syoc Law Offices
Suite 110 - Woodland Falls Park
200 Lake Drive East
(Route 38 & Church Road)
Cherry Hill, NJ 08002

37. Quality Chemicals, Inc.

Contact: William Jordan, Esq.
Quality Chemicals, Inc.
P.O. Box 1249
Jackson, MS 39215-1249

38. Reynolds Metals Company

Contact: Renata M. Manzo
Reynolds Metals Company
6601 W. Broad Street
P.O. Box 27003
Richmond, VA 23261-7003

39. Rheem Manufacturing Company

Contact: Barbara Ann Cook, Esq.
Assistant General Counsel
Rheem Manufacturing Company
405 Lexington Avenue
22nd Floor
New York, NY 10174-0307

40. Ridge Printing Co., Inc..

Contact: Brian Weeks, Esq.
Lowenstein, Sandler, Kohl, Fisher & Boylan
65 Livingston Avenue
Roseland, NJ 07068-1701

41. Schering Corporation

Contact: Thomas J. Stukane, Esq.
Schering Corporation
2000 Galloping Hill Road
K611800
P.O. Box 521
Kenilworth, NJ 07033

42. Schweizerhall (Chemical Dynamics)

Contact: Kevin Carraher
Schweizerhall, Inc.
10 Corporate Place South
Piscataway, NJ 08854

43. SCM Corporation

Contact: William Roeder, Esq.
Drinker Biddle & Reath
Philadelphia National Bank Building
1345 Chestnut Street
Philadelphia, PA 19107

44. Sequa Corporation

Contact: Eletha L. Duffy, Esq.
Attorney-at-Law
1138-H Easton Avenue
Somerset, NJ 08873

45. Seton Company

Contact: Jacqueline N. Lumley, Esq.
Attorney-at-Law
Crummy, Del Deo, Dolan, Griffinger
& Vecchione
One Riverfront Plaza
Newark, NJ 07102-5497

46. The Sherwin-Williams Company

Contact: Allen J. Danzig, Esq.
The Sherwin-Williams Company
101 Prospect Avenue, N.W.
Cleveland, OH 44115

47. The Southland Corporation

Contact: Ashley Kisner, Esq.
Strasburger & Price, L.L.P.
901 Main Street, Suite 4300
Dallas, TX 75202

48. Stauffer Chemical Co.

Contact: Michelle T. Dillione, Esq.
Environmental Attorney
Zeneca, Inc.
1800 Concord Pike
P.O. Box 15438
Wilmington, DE 19850-5438

49. Edwin B. Stimpson Company, Inc.

Contact: James E. Cuenin
Stimpson Co., Inc.
900 Sylvan Avenue
Bayport, NY 11705

50. Syntex Beauty Care, Inc.

Contact: Charles Hungerford, Esq.
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, CA 94301-1900

51. Tenax Finishing Products, Co.

Contact: James A. O 'Neill
Vice President
Tenax Finishing Products, Co.
390 Adams Street
Newark, NJ 07114

52. Tenneco Polymers, Inc., now known as EPEC Polymers, Inc.

Contact:: Kimberly Lesnick, Esq.
Counsel
El Paso Energy Corp.
P.O. Box 2511
Houston, Texas 77252-2511

53. Troy Chemical Corp.

Contact: Edward J. Capasso
Director, Environmental &
Regulatory Affairs
Troy Chemical Corporation
One Avenue L
Newark, NJ 07105

54. United States Pipe & Foundry Company, Inc.

Contact: H. Gerald Reynolds, Esq.
Environmental Counsel
Walter Industries, Inc.
P.O. Box 31601
1500 North Dale Mabry
Tampa, Florida 33631-3601

55. Uniroyal Chemical Company, Inc.

Contact: Barry T. Shainman, Esq.
Senior Corporate Counsel
Uniroyal Chemical Company, Inc.
Benson Road
Middlebury, CT 06749

56 W.R. Grace & Co.

Contact: Roderic J. McLaren
Senior Environmental Counsel
W.R. Grace & Co. - Conn.
62 Whittemore Avenue
Cambridge, MA 02140

57. CWM Chemical Services, Inc. (Recycling Industries)

Contact: Charles Hayden, Esq.
Environmental Counsel
Waste Management of North America - East
One Lincoln Crossing
400 Old Lincoln Hwy - Suite 100
Fairless Hills, PA 19030

58. Westinghouse Electric Corporation

Contact: Marlene Jackson, Esq.
Westinghouse Electric Corporation
Westinghouse Building
Gateway Center
11 Stanwix Street
Pittsburgh, PA 15222-1384

59. Whittaker Corporation

Contact: Lynne M.O. Brickner, Esq.
VP and General Counsel
Whittaker Corporation
1955 N. Surveyor Avenue
Simi Valley, CA 93063-3386

60. X Craft (Cellu Craft)

Contact: William L. Westerman
c/o The Riviera Hotel
2901 Las Vegas Boulevard South
Las Vegas, Nevada 89109

IN THE MATTER OF:

SCIENTIFIC CHEMICAL PROCESSING SITE
CARLSTADT, NEW JERSEY

Proceeding under Section 122(g)(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9622(g)(4)

ADMINISTRATIVE ORDER ON CONSENT

Index No.
II-CERCLA-97-0106

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(A). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued Sept. 13, 1987, amended by memoranda dated June 17, 1988 and May 19, 1995).

2. This Consent Order is issued to the persons, corporations, or other entities identified in Appendix A (hereinafter "Respondents"). This Consent Order concerns the reimbursement of a portion of EPA's past costs for response actions undertaken at the Site and the contribution of Respondents toward the costs of the response actions that will be conducted in connection with the Scientific Chemical Processing Site (the "Site") located in Carlstadt, Bergen County, New Jersey.

3. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. This Consent Order was negotiated and executed by EPA and Respondents in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings (brought by EPA or any other person, individual or entity) other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. PARTIES BOUND AND STATEMENT OF PURPOSE

5. This Consent Order shall apply to and be binding upon EPA and upon each Respondent and its successors and assigns. Each signatory to this Consent Order certifies that he or she is fully and legally authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her. Any change in ownership or corporate status of a Respondent, including any transfer of assets or real or personal property, shall in no way alter such Respondent's payment responsibilities under this Consent Order.

6. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, with a limited cost reopener if Total Site Response Costs exceed a specified amount, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for Total Site Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of Total Site Response Costs incurred and to be incurred at or in connection with the Site, and to provide for full and complete contribution protection for Respondents with regard to Total Site Response Costs incurred and to be incurred at or in connection with the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this order, including the attached appendices, 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 appendices attached thereto. In the event of a conflict between this Order and any appendix, this Consent Order shall control.

c. Day shall mean a calendar day. 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. EPA shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. EPA Hazardous Substance Superfund shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. Hazardous substances shall mean any substance that falls within the definition of a "hazardous substance" in CERCLA § 101 (14).

g. Inmar shall mean Inmar Associates, Inc., a corporation formed in the State of New Jersey on or about May 31, 1969 with Marvin H. Mahan as President and which has its principal place of business at 200 Centennial Avenue, Suite 203, Piscataway, New Jersey 08854.

h. Interest shall mean interest at the current 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).

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

j. Next ROD shall mean the next Record of Decision issued by EPA selecting remedial action(s) for the Site that is issued after the Record of Decision for the Interim Remedy.

k. Non De Minimis Cooperating PRPs shall mean the group of non de minimis potentially responsible parties ("PRPs"), if any, that agree to perform the remedial action(s) for the Site selected in the next ROD pursuant to a Consent Decree entered by the United States District Court for the District of New Jersey.

l. Paragraph shall mean a portion of this Consent order identified by an Arabic numeral.

m. Parties shall mean EPA and the Respondents.

n. Pollutant or contaminant shall have the meaning of that term as defined in Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

o. Respondents shall mean those persons, corporations, or other entities listed in Appendix A.

p. Response costs shall mean costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

q. ROD shall mean a Record of Decision signed by the Regional Administrator of EPA - Region II selecting remedial action(s) for the Site.

r. SCP shall mean Scientific Chemical Processing, Inc., a corporation formed in the State of Delaware on or about December 10, 1970 with Leif Sigmond as President.

s. SCTC shall mean the Scientific Chemical Treatment Company, Inc., a corporation originally formed in the State of Delaware on or about November 4, 1965, with Marvin H. Mahan as President and Robert J. Meagher as Secretary/Treasurer; on or about February 11, 1966, SCTC registered in the State of New Jersey with the same corporate officers and with its principal place of business at 60 Prince Street, Elizabeth, New Jersey. SCTC became Scientific Inc., a Delaware corporation, on or about March 7, 1972 with a principal place of business at Meadow Road, Box 1403, Edison, New Jersey.

t. Scientific shall mean Scientific, Inc., the corporation formed by name change of SCTC on or about March 7, 1972. Scientific Inc. changed its name to Transtech Industries, Inc. on or about June 17, 1986 with a principal place of business at 25 Chambers Brook Road, Branchburg, New Jersey.

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

v. The Site shall mean the real property (and all structures, soil, liquids, solids, sludges and containers thereon) which is approximately 5.9 acres in size and which has a street address of 216 Paterson Plank Road, Carlstadt, New Jersey, and which occupies Lots 1, 2, 3, 4, and 5 in block 124 on the Tax Map for the Borough of Carlstadt, Bergen County, New Jersey. The Site shall also mean any area located outside the legal boundaries of the lots identified above, into which hazardous substances have migrated from any or all of Lots 1 through 5, identified above.

w. Special Account shall mean a sub-account established within the Hazardous Substance Superfund Trust Fund which allows EPA to maintain and administer cashout settlement funds on a site-specific basis.

x. Total Site Response Costs, for purposes of this Consent Order only, shall mean the past response costs that have been incurred by EPA and/or private parties at or in connection with the Site and the further response costs to be incurred by EPA and/or private parties for further response actions at or in connection with the Site.

y. United States shall mean the United States of America, its agencies, departments, and instrumentalities.

z. Waste Material shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any mixture containing any hazardous substance at any concentration.

IV. STATEMENT OF FACTS

8. The Site is bordered by Peach Island Creek, on the northeast, by Paterson Plank Road on the southwest, by Gotham Parkway on the northwest and by a commercial establishment on the southeast. A residence is located approximately one mile from the Site.

9. Peach Island Creek is a tidal waterway. Some of the area in the vicinity of the Site contains natural tidal wetlands. The area in the immediate vicinity of the Site was formerly wetlands. The Site is located within the flood plain of Peach Island Creek.

10. Workers, commuters and other members of the general public frequently use Paterson Plank Road and Gotham Parkway which adjoin the Site.

11. The area in the vicinity of the Site is currently zoned for light industrial uses by the Hackensack Meadowlands Development Commission. Active commercial facilities are located

in the immediate vicinity of the Site. The existing land use classification for the Site and the land in the vicinity of the Site would also allow hotels and restaurants to operate in the area.

12. The following three aquifers exist beneath the surface of the Site: the water table aquifer, the till aquifer and the bedrock aquifer. The water table aquifer is located one to two feet beneath the surface of the Site. The elevation of this aquifer is approximately three feet above the mean elevation of Peach Island Creek which adjoins the Site. The bedrock aquifer lies beneath the till aquifer. These two aquifers are hydraulically connected. Municipalities in the area use the bedrock aquifer as a source of public water supply. A number of commercial establishments also draw waters from the bedrock aquifer for various purposes.

13. Inmar or one or more of its predecessor corporation(s), including Sparrow Realty, Inc. and Inmar Realty, Inc., held title to some or all of the Site during the late 1960s and throughout the 1970s. Inmar is the owner of record and holds title to the Site at present.

14. In 1965, SCTC was incorporated in the State of Delaware. In 1966, SCTC registered in the State of New Jersey for the stated purposes of dealing in chemicals and their byproducts and acquiring, treating and disposing of waste of every kind and nature through every method and means whatever.

15. During the late 1960s, SCTC operated an industrial waste handling, treatment, and disposal enterprise at the Site. During the course of its business, SCTC received, handled, treated, stored and disposed of a wide variety of industrial and chemical wastes, including hazardous substances, pollutants and contaminants, at the Site.

16. On or about October 1970, SCTC ceased its waste operations at the Site.

17. On or about October 1970, SCP acquired the assets and equipment of SCTC at the Site. About this time, SCP also executed a lease with Inmar to occupy the Site. Thereafter, SCP continued waste handling, storage, treatment and disposal operations at the Site. These operations were the same or similar to those of SCTC, its predecessor at the Site.

18. Throughout the 1970s, SCP handled, treated, stored and disposed of a wide spectrum of industrial wastes at the Site. These wastes included liquids, solids and sludges containing solvents, Polychlorinated Biphenyls ("PCBs"), metals, base neutrals, volatile organic compounds ("VOCs") and numerous other hazardous substances, pollutants or contaminants from industrial processes. During these operations, many hazardous substances

were released directly onto the soil at the Site and migrated into the underlying aquifers and into Peach Island Creek.

19. In the normal course of its operations, SCP picked up a variety of liquids, solids, sludges and other industrial waste products from customers located in New York, New Jersey, Pennsylvania, Delaware, and Connecticut, in bulk using tanker trucks, in drums or other containers and by other means. SCP routinely transported the liquids, solids and sludges which it received from its customers to the Site.

20. Many of the wastes and other materials handled and disposed of at the Site, or referred to above, are hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

21. SCP ceased operations at the Site about 1980.

22. On or about March 7, 1972, SCTC caused its corporate name to be changed from the Scientific Chemical Treatment Company, Inc. to Scientific, Inc.

23. On or about June 17, 1986, Scientific, Inc. caused its corporate name to be changed from Scientific, Inc. to Transtech Industries, Inc.

24. On September 1, 1983, the Site was listed on the National Priorities List ("NPL") 40 CFR Part 300, Appendix B, which was issued pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B).

25. At various times before and after its listing on the NPL, EPA undertook studies at or relating to the Site. A group of potentially responsible parties ("PRP(s)") also undertook studies relating to the Site pursuant to a Consent Order and Unilateral Order, as noted below. The results of those studies revealed that numerous hazardous substances, pollutants and contaminants exist in the soils and groundwater at the Site and in the water column and sediment in Peach Island Creek.

26. On September 30, 1985, EPA and a group of one hundred and eight PRPs entered into an Administrative Order on Consent (Index No. II-CERCLA-50114) for the performance of a Remedial Investigation/ Feasibility Study ("RI/FS") at the Site under EPA's oversight. Each of the Respondents represents that it has paid monies towards the performance of the RI/FS.

27. On October 23, 1985, a group of thirty-one PRPs were issued a Unilateral Order (Index No. II-CERCLA-60102) which mandated that they fully participate in the efforts of, and cooperate with, those parties who entered the Administrative Order on Consent (Index No. II-CERCLA-50114) with EPA for performance of the RI/FS.

28. On October 23, 1985, EPA issued an Administrative Order (Index No. II CERCLA-50115) to Inmar, which mandated that Inmar conduct certain response actions at the Site, including removal and proper disposal of tanks containing hazardous substances. Inmar failed to comply with the terms of that Administrative order.

29. On January 14, 1987, the United States filed a complaint against Inmar (Civil Action No. 87-144) in the U.S. District Court in Newark, New Jersey seeking reimbursements from Inmar of EPA's response costs relating to Administrative Order (Index No. II CERCLA-50115) and civil penalties for Inmar's failure to comply with the terms of that Administrative Order.

30. On May 2, 1988, a Consent Decree was entered in the U.S. District Court in Newark, New Jersey settling the Inmar action (Civil Action No. 87-144). By its terms, Inmar was required to pay the government $545,000, including more than $300,000 in civil penalties pursuant to CERCLA § 106(b).

31. On September 14, 1990, EPA issued the ROD for the Interim Remedy for the Site. The Interim Remedy includes, but is not limited to, the installation of a slurry wall, the installation of a groundwater collection and extraction system, transportation of all extracted groundwater to off-site facilities for treatment and/or disposal and operation and maintenance of the Interim Remedy.

32. On September 28, 1990, EPA issued Administrative Order (Index No. II CERCLA-00116) to a group of 43 PRPs to perform the Interim Remedy at the Site. The Interim Remedy at the Site is being implemented pursuant to the Administrative Order (Index No. II CERCLA-00116) by a group of PRPs. Each of the Respondents represents that it has paid monies toward the implementation of the Interim Remedy.

33. As a result of the release or threatened release of hazardous substances at the Site, the selection of further response actions for the Site is anticipated.

34. Each Respondent listed on Appendix A of this Consent Order arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such Respondent at the Site, or accepted a hazardous substance for transport to the Site.

35. EPA has incurred and continues to incur response costs in responding to the release or threat of release of hazardous substances at or in connection with the Site. Response costs include direct and indirect costs that the United States incurs in performing work in connection with the Site or in overseeing or reviewing work performed by others, and otherwise taking enforcement action in connection with the Site, and includes, but is not limited to, payroll costs, contractor costs, travel costs,

laboratory costs, and all other costs, plus interest on all costs.

36. As of June 5, 1995, EPA has incurred at least $2,300,278.11 in past response costs in connection with the Site.

37. Based upon the information obtained during the course of the RI/FS to date, EPA presently expects that any remedial action(s) selected in further ROD(s) will address contamination in site media including sediments, soils, and groundwater.

38. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating contamination at or in connection with the Site taking into account the uncertainties as to the nature of such actions and risks associated therewith.

39. For the purposes of this Consent Order, the estimate of the total amount of Waste Materials containing hazardous substances that were contributed to the Site ("total waste-in estimate") is 25,186,510 gallons.

40. Information currently known to EPA indicates that the amount of Waste Materials containing hazardous substances contributed to the Site by each Respondent does not exceed 50,000 gallons and that the toxic or other hazardous effects of the substances contributed by each Respondent to the Site do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. A listing of the volume of Waste Materials containing hazardous substances contributed to the Site by each Respondent, as certified by each Respondent, and of either (a) the general nature of the hazardous substances contributed to the Site by each Respondent or (b) the type(s) of Waste Materials generated by each Respondent during the time period that the Respondent's Waste Materials were taken to the Site, as well as the total waste-in estimate, is attached hereto as Appendix B (SCP Carlstadt De Minimis Waste Allocation) and is incorporated by reference.

41. For the purposes of this Consent Order, Total Site Response Costs is estimated to be $100 million. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of the Total Site Response Costs at the Site.

V. DETERMINATION

42. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

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

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release," as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), from the Site. The actual or threatened "release" caused the incurrence of response costs.

e. Prompt settlement with the Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

f. This Consent Order involves only a minor portion of the response costs at the Site with respect to each Respondent within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

43. Based upon the administrative record for this Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, and intending to be legally bound, EPA and Respondents agree, and EPA hereby orders, as follows:

VII. PAYMENT

44. a. Within thirty (30) days of the effective date of this Consent Order, each Respondent shall remit to EPA the amount for that Respondent as set forth in Appendix C (List of Payment by Each De Minimis Respondent for EPA Past Response Costs) incorporated herein by reference, by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the Site name, the EPA Region and Site ID Number NJD070565403, the name and address of Respondent, and the EPA

Index Number of this Consent Order, and shall be sent to the following address:

EPA Region II
Attn: Superfund Accounting
P. O. Box 360188M
Pittsburgh, Pennsylvania 15251

b. Each Respondent shall simultaneously send a copy of each of its checks to:

Damaris Urdaz Cristiano
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway
New York, NY 10007-1866

45. a. Prior to the effective date of this Consent Order, Respondents shall present for approval to EPA a proposed trust agreement for the establishment of the SCP Carlstadt De Minimis Trust Fund ("Trust Fund") to receive the payments to be made pursuant to this Consent Order as listed in Appendix D (List of Payment of Each De Minimis Respondent for Future Remedial Action Costs) and Appendix E (Structured Settlement Terms for Certain Respondents). Within ten (10) days of the effective date of this Consent Order, Respondents shall enter into a trust agreement, in accordance with terms acceptable to EPA, establishing the Trust Fund and provide a copy of the executed trust agreement (the "Trust Agreement") to EPA. By signing this Consent Order, each Respondent agrees to execute the trust agreement.

b. 1. The Trust Agreement shall confer upon a trustee ("Trustee") all powers and authorities necessary to accomplish the purposes of the Trust. The person appointed as Trustee shall be acceptable to EPA. The Trustee shall act as a fiduciary to invest and disburse the funds paid into and interest accrued in the Trust Fund in accordance with this Consent Order and the Trust Agreement.

2. The Trust Agreement shall provide that the Trustee shall submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement.

3. The Trust Agreement shall provide that the monies paid into the Trust Fund shall be held in an account in a federally insured financial institution which agrees to submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement.

4. The Trust Agreement shall provide that the funds shall be invested in an account which earns interest at commercially reasonable rates, and such interest shall be added to the account.

All sums in the account, including interest, shall be used only in accordance with the provisions in subparagraph 45.d. below, and to pay the reasonable and necessary expenses and fees of maintaining the account.

5. The Trust Agreement shall provide that the Trustee shall submit written quarterly financial reports on the Trust Fund to a representative of the Respondents and to EPA.

6. Any risk of loss of monies paid into the Trust Fund shall be borne by the Respondents.

7. The Trust Agreement may not be modified without the written approval of EPA.

8. The Respondents shall maintain the Trust Fund in accordance with the terms of the Trust Agreement unless and until all funds paid into and interest accrued in the Trust Fund have been distributed and the Trust Agreement is terminated in accordance with its terms.

9. All requirements of the Consent Order regarding the Trust Agreement shall be incorporated into the Trust Agreement.

c. Within thirty (30) days of the effective date of this Consent Order, each of the Respondents, except for Environmental Waste Resources, Inc. and Novick Chemical Co., Inc., shall remit to the Trustee for placement in the Trust Fund the amount set forth in Appendix D for that Respondent. Environmental Waste Resources, Inc. and Novick Chemical Co., Inc. shall each make payments in accordance with the terms of Appendix E (Structured Settlement Terms for Certain Respondents), in addition to the payment each is to make pursuant to Paragraph 44. Each Respondent shall send a copy of its check(s) remitted to the Trustee to the EPA Region II SCP Carlstadt Site Attorney at the address set forth in Paragraph 44.b.

d. Monies paid into the Trust Fund shall be distributed as follows:

1. (A) If, within eighteen (18) months after the issuance of the next ROD for the Site or within any time period extension determined by EPA in writing pursuant to subparagraph 45.d.1.(B) below, a Consent Decree is entered by the United States District Court for the District of New Jersey for the performance of the remedial actions selected by EPA in the next ROD by Non <u>De Minimis</u> Cooperating PRPs, the Trustee shall disburse monies accrued in the Trust Fund to the Non <u>De Minimis</u> Cooperating PRPs, subject to the requirements in subparagraph 45.d.1.(C) below.

(B) If EPA determines that good faith negotiations for the entry of a Consent Decree for the performance of the remedial actions selected by EPA in the next ROD by Non <u>De Minimis</u> Cooperating PRPs are ongoing at the end of the eighteen (18) month period referred to in subparagraph 45.d.1.(A) above, EPA may

extend in writing the eighteen (18) month period referred to therein for a period(s) to be specified by EPA in writing. Any determination by EPA regarding whether to extend the eighteen (18) month time period, the duration of any extension(s), or whether good faith negotiations are ongoing shall be in EPA's sole and unreviewable discretion.

(C) The Trust Agreement shall provide that, prior to any disbursement to the Non De Minimis Cooperating PRPs, (a) the Non De Minimis Cooperating PRPs shall submit a request for reimbursement to the Trustee, with a copy to EPA, certified by a duly authorized officer or agent of the Non De Minimis Cooperating PRPs, which includes a description of the remedial work at the Site performed that is the subject of the request, a cost summary for that work, and a statement that the work was performed in accordance with CERCLA, the NCP, and the Consent Decree, and (b) the Trustee shall obtain EPA's concurrence that the described work was performed by the Non De Minimis Cooperating PRPs in accordance with CERCLA, the NCP, and the Consent Decree and that the cost summary represents the costs of the described work. The Trustee shall not disburse any funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Design for the remedial actions selected by EPA in the next ROD. If monies remain in the Trust Fund following the first disbursement, the Trustee shall not disburse the remaining funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Construction for the remedial actions selected by EPA in the next ROD.

2. If a Consent Decree is not entered within eighteen (18) months after the issuance of the next ROD providing for the performance of the remedial actions selected in that ROD by Non De Minimis Cooperating PRPs or within any time period extension(s) determined by EPA in writing pursuant to subparagraph 45.d.1.(B), the Trustee shall pay all monies in the Trust Fund within eighteen (18) months and twenty (20) days of the date of issuance of the next ROD, or within twenty (20) days of the expiration of any time extension(s) determined by EPA in writing pursuant to subparagraph 45.d.1.(B), to the EPA Hazardous Substance Superfund, in accordance with instructions to be provided by EPA, for placement into a Special Account for the Site.

e. The Trust Fund may not be used to pay any Stipulated Penalties that may be required to be paid pursuant to this Consent Order or any Consent Decree entered into for the performance of remedial actions selected in the next ROD by Non De Minimis Cooperating PRPs and shall not be used to pay attorneys' fees or other litigation costs of the Respondents or any Non De Minimis Cooperating PRPs.

f. Nothing in the Trust Agreement shall affect the Respondents' responsibility for compliance with this Consent Order. Respondents shall provide EPA with written notice at least ten (10) days in advance of any proposed change in the Trust Agreement or of the trustee. EPA, through its approval of the terms and conditions

of the Trust Agreement, or otherwise, does not guarantee the monetary sufficiency of the Trust Fund or the legal sufficiency of the Trust Agreement.

46. The sum of each Respondent's payments pursuant to Paragraphs 44. and 45.c. above includes an amount for: a) past response costs incurred by EPA at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover risks and uncertainties associated with this settlement, including but not limited to the risk that actual Total Site Response Costs will exceed by up to $100 million the Total Site Response Costs estimate of $100 million upon which Respondents' payments are based, but not including the risk that actual Total Site Response Costs will exceed $200 million.

VIII. FAILURE TO MAKE PAYMENT

47. If any Respondent fails to make full payment within the times required by Paragraphs 44. and 45.c., that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraphs 44 and 45.c., the United States may, in addition to any other remedies or sanctions available to EPA, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENTS

48. By signing this Consent Order, each Respondent certifies, individually, to the best of its knowledge and belief, the following:

a. Respondent conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately provided to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors, agents, or assigns, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of any Waste Material(s) at or in connection with the Site;

b. Respondent has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site;

c. Respondent has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);

d. Respondent has had the opportunity to review information made available by EPA regarding the Site including, where applicable, and without limitation, copies of entries in ledgers maintained by the Site operator, copies of receipts or other written documentation between Respondent and the Site operator, and transcripts of sworn statements by the Site operator or information provided by a transporter;

e. The amount of Waste Materials containing hazardous substances that Respondent arranged for disposal at the Site, or otherwise contributed to the Site, does not exceed the number of gallons of Waste Materials containing hazardous substances that are listed in Appendix B for the Respondent; and neither the information provided to EPA by Respondent referred to in Paragraph 48.a. or the information made available by EPA to Respondent referred to in Paragraph 48.d. indicates that Respondent arranged for disposal, or otherwise contributed to the Site, an amount of Waste Materials containing hazardous substances that is greater than the number of gallons of Waste Materials containing hazardous substances listed in Appendix B for the Respondent.

f. Respondent did not arrange for disposal at the Site, or otherwise contribute to the Site, Waste Materials containing hazardous substances that possess more toxic or other hazardous effects than the types of Waste Materials containing hazardous substances identified in Appendix B for the Respondent, in the information provided to EPA by Respondent referred to in Paragraph 48.a., and/or in the information made available by EPA to Respondent referred to in Paragraph 48.d.

X. COVENANTS NOT TO SUE BY UNITED STATES

49. In consideration of the payments that will be made by Respondents pursuant to section VII of this Consent Order, and except as specifically provided in Section XI (Reservation of Rights by United States) the United States covenants not to sue or to take administrative action against any of the Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payments as required by Section VII of this Consent Order. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order, including the complete satisfaction by the Respondent of its payment obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants not to sue extend only to Respondents and do not extend to any other person.

XI. RESERVATION OF RIGHTS

50. The covenants not to sue by the United States set forth above in Paragraph 49 do not pertain to any matters other than those expressly specified in Paragraph 49. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to, the following:

a. liability for failure to meet a requirement of this Consent Order, including claims based on a failure to make the payments required by Section VII of this Consent Order;

b. liability arising out of any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments, relating to the Site; and

d. criminal liability.

51. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered that indicates that such Respondent no longer qualifies as a de minimis party at the Site because such party contributed Waste Materials containing hazardous substances to the Site in excess of 50,000 gallons or contributed hazardous substances to the Site which are either significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site, or both; or

b. information is discovered that indicates that such Respondent contributed an amount of Waste Materials containing hazardous substances to the Site that exceeds the number of gallons of Waste Materials containing hazardous substances listed in Appendix B for such Respondent by more than 10%. However, the United States' reservation pursuant to this subparagraph 51.b. is limited to reserving the right to seek, in the event such information is discovered, an additional payment from Respondent that reflects the difference between (A) the amount that would have been payable by Respondent based on the amount of Waste Materials containing hazardous substances that the newly discovered information, in combination with previously known information, indicates Respondent contributed to the Site and (B) the amount actually paid by Respondent based on the amount of Waste Materials containing hazardous substances listed in Appendix B for such Respondent; or

c. Total Site Response Costs incurred by EPA and/or private parties at or in connection with the Site exceed $200 million. However, the United States' reservation pursuant to this subparagraph 51.c. is limited to reserving the right to seek, in the event Total Site Response Costs exceed $200 million, an additional payment by each Respondent in an amount equal to the percentage that each Respondent's waste-in allocation listed in Appendix B bears to the total waste-in estimate listed in Appendix B, multiplied by the amount of the Total Site Response Costs in excess of $200 million.

52. Nothing in this Consent Order is intended as a release or covenant not to sue for any entity not a signatory to this Consent Order, and the United States expressly reserves its rights to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation or other entity not a signatory to this Consent Order. Nothing in this Consent order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order.

XII. COVENANTS BY RESPONDENTS

53. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, its agencies, officers, representatives, contractors or employees with respect to the Site or this Consent Order including, but not limited to:

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

b. any claims arising out of response activities at the Site; and

c. any claim against the United States under CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607, 9613, relating to the Site.

54. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

XIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

55. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each expressly reserve any and all rights (including,

but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

56. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 49.

57. a. The Parties agree that each Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order, except as set forth in subparagraph 57.b. below. The "matters addressed" in this Consent Order, for purposes of the preceding sentence, are the Total Site Response Costs and the response actions for which those costs have been incurred or are to be incurred. Such protection with respect to each Respondent is conditional upon that Respondent's compliance with the requirements of this Consent Order.

b. If the Total Site Response Costs exceed $200 million and the Non De Minimis Cooperating PRPs (if any) are incurring response costs in excess of the aforesaid $200 million for the performance of response actions relating to the SCP Carlstadt Site consistent with the National Contingency Plan, such Non De Minimis Cooperating PRPs may seek an additional payment by each Respondent in an amount equal to the percentage that each Respondent's waste-in allocation bears to the total waste-in estimate, multiplied by the amount of the Total Site Response Costs in excess of $200 million incurred by such Non De Minimis Cooperating PRPs; provided that EPA and any such Non De Minimis Cooperating PRPs are not entitled to both recover for the same costs that are a component of Total Site Response Costs in excess of $200 million.

XIV. CLAIMS AGAINST THE FUND

58. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a CERCLA claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 or 9612, or 40 C.F.R. § 300.700(d).

XV. INTEGRATION/APPENDICES

59. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the

Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order.. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the List of Respondents.

"Appendix B" is the SCP Carlstadt De Minimis Waste Allocation regarding the Respondents.

"Appendix C" is the List of Payment by Each De Minimis Respondent for EPA Past Response Costs.

"Appendix D" is the List of Payment by Each De Minimis Respondent for Future Remedial Action Costs.

"Appendix E" is the Structured Settlement Terms for Certain Respondents.

XVI. OPPORTUNITY FOR PUBLIC COMMENT

60. This de minimis Consent Order shall be subject to a 30-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations that indicate that this Consent Order is inappropriate, improper, or inadequate.

XV. ATTORNEY GENERAL APPROVAL

61. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVI. EFFECTIVE DATE

62. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 60 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

APPENDIX A

LIST OF RESPONDENTS

Akzo Nobel Chemicals, Inc. (Interstab Chemical)
Alcoa (Aluminum Company of America)
Amerace Corporation (The Penetone Company)
American National Can Co.
American Flange & Manufacturing Co.
American Inks & Coatings Corp.
Armco (U.S. Polymeric)
Bowen Engineering, Inc. (Stork Bowen)
CanadianOxy Offshore Production Company (Cities Services Oil Co.)
Capital Magnetics Products
Conestoga Fuel, Inc.
Converters Ink Co., Inc.
CWM Chemical Services Inc. (Recycling Industries)
Duracell Inc. (Mallory Battery)
Environmental Waste Resources, Inc. (Environmental Waste Removal)
Ell Bee Chemical Co.
Engelhard Corp. Specialties
Esselte Pendaflex
Faberge
Fairchild Semiconductor, Inc.
Georgia Pacific Corp. (X-Cel)
Gilbert Spruance Co.
GTE Operations Support Incorporated (GTE Sylvania)
IBM Corporation
Inland Steel Container Company
J.M. Huber Corporation
J. Josephson Inc.
Kewanee Industries, Inc.
Kraft Foods Inc. (General Foods)
Metal Film, Inc.
National Starch & Chemical Co.
Novick Chemical Co. Inc
Olin Corp./Phillip A. Hunt Corp.
Owens-Illinois General, Inc.
Pacquet Oneida, Inc. (Oneida Packaging)
Pharmacia & Upjohn (Upjohn)
Pyrolac Corporation
Quality Chemicals, Inc.
Reynolds Metal Co.
Rheem Manufacturing Company
Ridge Printing Co., Inc.
SCM Corporation
Schering Corporation
Schweizerhall (Chemical Dynamics)
Seton Company
Sequa Corp. (Arrow Group Industries)
Sherwin Williams Company
The Southland Corporation
Stauffer Chemical Co.
Stimpson Company, Inc.

Syntex Beauty Care Inc.
Tenax Finishing Products Co.
Tenneco Polymers Inc. (Tenneco Chemicals Inc)
Troy Chemical Corp.
Uniroyal Chemical Company, Inc.
United States Pipe & Foundry Company, Inc.
W.R. Grace & Co.
Westinghouse Electric Corp.
Whittaker Corp.
X Craft (Cellu-Craft)

APPENDIX B

SCP Carlstadt De Minimis Waste Allocation

Name of Respondent	Quantity (Gallons)	Waste Characterization
Akzo Nobel Chemicals, Inc. (Interstab Chemicals)	8,960	Waste Solvents
Alcoa (Aluminum Company of America)	21,200	Waste Solvents, Coolant Wastes
Amerace Corp. (The Penetone Co.)	2,662.5	Trichloroethylene
American National Can Co.	10,522.5	Waste Solvents, Mixed Solvents
American Flange and Manufacturing Co.	3,382.5	Oil Sludges and Oil, Emulsions
American Inks & Coatings Corp.	36,532	Junk Paint, Flammable Liquids, Dirty Wash Solvent, Mixed Solvents
Armco (U.S. Polymeric)	5,000	Mixed Solvents
Bowen Engineering, Inc. (Stork Bowen)	19,000	Paint and Pigment Residues
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	2,300	Mixed Solvents
Capital Magnetics Products	24,858.5	Waste Slurry, Scrap Solvents
Conestoga Fuel, Inc.	4,000	Toluene
Converters Ink Co., Inc.	20,775	Liquid Waste Solvents, Waste Inks
CWM Chemical Services Inc. (Recycling Industries)	41,200	Waste Solvents
Duracell Inc. (Mallory Battery)	4,000	Mixed Solvents-Cleaning Agents
Environmental Waste Resources, Inc. (Environmental Waste Removal)	3,210	Chlorinated Residues, Ester, Alcohol, Ether, Ketone, Heavy Metal Residue, Organic and Heavy Metal Residue Mixture, Flammable Waste, Solvents
Ell Bee Chemical Co.	11,260	Mixed Isopropanol, Hexane and Water, Ester, Alcohol, Ether, Ketone and Glycol Residue

Engelhard Corp. Specialties	1,375	Solvent Mixtures
Esselte Pendaflex	4,000	Liquid Mixed Solvents
Faberge	520	Cosmetic Manufacturing Waste
Fairchild Semiconductor, Inc.	4,000	Waste Solvents, Industrial Wastes
Georgia Pacific Corp. (X-Cel)	9,500	Ethers, Ketones, Oil (Non PCB) and Plasticizer
Gilbert Spruance Co.	9,461	Paint and Pigment Residues, Mixed Solvents
GTE Operations Support Incorporated (GTE Sylvania)	41,105	Waste Solvents
IBM Corporation	9,722	Solvents
Inland Steel Container Company	13,436	Paint Sludge, Solvents
J.M. Huber Corporation	2,100	Mixture of Latex Residue, Oil and Oil Sludges, Emulsions, Paint and Pigment Residues
J. Josephson Inc.	16,340	Paint and Pigment Residues, Mixed Solvents
Kewanee Industries, Inc.	42,460.60	Waste Solvents, Inorganic Salts
Kraft Foods Inc. (General Foods)	48,294	Solvents
Metal Film, Inc.	2,310	MEK, Thinner
National Starch & Chemical Co.	40,000	Ethyl Acetate
Novick Chemical Co. Inc.	12,430	Spent Solvents, Waste Oil
Olin Corp./Phillip A. Hunt Corp.	23,345	Oil and Oil Sludges, Emulsions, Solvents
Owens-Illinois General, Inc.	1,380	Mixed Solvents
Pacquet Oneida Inc. (Oneida Packaging)	4,200	Paint and Pigment Residues
Pharmacia & Upjohn (Upjohn)	4,000	Aqueous Waste: 1% Sodium Cyanide
Pyrolac Corporation	41,000	Paint with Mixed Solvents
Quality Chemicals, Inc.	10,600	Mixed Solvents

Reynolds Metal Co.	12,400	Waste Oil and Water, Mixed Solvents, and Mixed Solvents and Oil
Rheem Manufacturing Company	21,780	Paint and Pigment Residues
Ridge Printing Co., Inc.	15,950	Mixed Solvents
SCM Corporation	4,100	Sludge
Schering Corporation	9,600	Spent Ethyl Acetate
Schweizerhall (Chemical Dynamics)	1,483	Mixed Solvents
Seton Company	4,400	Dirty Solvents: Toluene, Methyl Ethyl Ketone, Methyl Isobutyl Ketone
Sequa Corp. (Arrow Group Industries)	9,550	Waste Paint Thinner
Sherwin Williams Company	33,820	Paint and Pigment Residues
The Southland Corp.	2,500	Waste Solvents
Stauffer Chemical Co.	24,000	Weak Phosphoric Acid Slurry
Stimpson Company, Inc.	4,000	Sludge
Syntex Beauty Care Inc.	2,530	Mixed Solvents
Tenax Finishing Products Co.	21,388	Solvents
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	14,250	Mixed Solvents, Dimethyl Formamide
Troy Chemical Corp.	4,500	Solvents
Uniroyal Chemical Company, Inc.	5,000	Chlorinated Hydrocarbon Waste
United States Pipe & Foundry Co., Inc.	5,000	Asphalt Cutback Waste
W.R. Grace & Co.	400	Off-Specification Sealing Products: Toluene, Hexane and/or Isoheptane
Westinghouse Electric Corp.	495	Ferric Chloride and Lacquer Thinner
Whittaker Corp Corp.	14,500	Waste Water Solvent Residues
X Craft (Cellu-Craft)	8,580	0.00
SCP Carlstadt Site total waste-in estimate: 25,186,510 gallons		

APPENDIX C

LIST OF PAYMENT BY EACH DE MINIMIS REPSONDENT FOR EPA PAST RESPONSE COSTS

Name of Respondent	Amount
Akzo Nobel Chemicals, Inc. (Interstab Chemicals)	$11,325.44
Alcoa (Aluminum Company of America)	$26,796.80
Amerace Corporation (The Penetone Co.)	$3,365.40
American National Can Co.	$13,300.44
American Flange & Manufacturing Co.	$4,275.48
American Inks & Coatings Corp.	$46,176.45
Armco (U.S. Polymeric)	$6,320.00
Bowen Engineering, Inc. (Stork Bowen)	$24,016.00
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	$2,907.20
Capital Magnetics Products	$31,421.14
Conestoga Fuel, Inc.	$5,056.00
Converters Ink Co., Inc.	$26,259.60
CWM Chemical Services Inc. (Recycling Industries)	$52,076.80
Duracell Inc. (Mallory Battery)	$5,056.00
Environmental Waste Resources, Inc. (Environmental Waste Removal)	$4,057.44
Ell Bee Chemical Co.	$14,232.64
Engelhard Corp. Specialties	$1,738.00
Esselte Pendaflex	$5,056.00
Faberge	$657.28
Fairchild Semiconductor, Inc.	$5,056.00
Georgia Pacific Corp. (X-Cel)	$12,008.00
Gilbert Spruance Co.	$11,958.70
GTE Operations Support Incorporated (GTE Sylvania)	$51,956.72

APPENDIX C

LIST OF PAYMENT BY EACH DE MINIMIS REPSONDENT FOR EPA PAST RESPONSE COSTS

IBM Corporation	$12,288.61
Inland Steel Container Company	$16,983.10
J.M. Huber Corporation	$2,654.40
J. Josephson Inc.	$20,653.76
Kewanee Industries, Inc.	$53,670.70
Kraft Foods Inc. (General Foods)	$61,043.62
Metal Film, Inc.	$2,919.84
National Starch & Chemical Co.	$50,560.00
Novick Chemical Co. Inc	$15,711.52
Olin Corp./Phillip A. Hunt Corp.	$29,508.08
Owens-Illinois General, Inc.	$1,744.32
Pacquet Oneida Inc. (Oneida Packaging)	$5,308.80
Pharmacia & Upjohn (Upjohn)	$5,056.00
Pyrolac Corporation	$51,824.00
Quality Chemicals, Inc.	$13,398.40
Reynolds Metal Co.	$15,673.60
Rheem Manufacturing Company	$27,529.92
Ridge Printing Co., Inc.	$20,160.80
SCM Corporation	$5,182.40
Schering Corporation	$12,134.40
Schweizerhall (Chemical Dynamics)	$1,874.51
Seton Company	$5,561.60
Sequa Corp. (Arrow Group Industries)	$12,071.20
Sherwin Williams Company	$42,748.48

APPENDIX C

LIST OF PAYMENT BY EACH DE MINIMIS REPSONDENT FOR EPA PAST RESPONSE COSTS

The Southland Corp.	$3,160.00
Stauffer Chemical Co.	$30,336.00
Stimpson	$5,056.00
Syntex Beauty Care, Inc.	$3,197.92
Tenax Finishing Products Co.	$27,034.43
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	$18,012.00
Troy Chemical Corp.	$5,688.00
Uniroyal Chemical Company, Inc.	$6,320.00
United States Pipe & Foundry Company, Inc.	$6,320.00
W.R. Grace & Co.	$505.60
Westinghouse Electric Corp.	$625.68
Whittaker Corp.	$18,328.00
X Craft (Cellu-Craft)	$10,845.12

APPENDIX D

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Name of Respondent	Amount
Akzo Nobel Chemicals (Interstab Chemicals)	$45,301.76
Alcoa (Aluminum Company of America)	$107,187.20
Amerace Corporation (The Penetone Company)	$13,461.60
American National Can Co.	$53,201.76
American Flange & Manufacturing Co.	$17,101.92
American Inks & Coatings Corp.	$184,705.79
Armco (U.S. Polymeric)	$25,280.00
Bowen Engineering, Inc. (Stork Bowen)	$96,064.00
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	$11,628.80
Capital Magnetics Products	$125,684.58
Conestoga Fuel, Inc.	$20,224.00
Converters Ink Co., Inc.	$105,038.40
CWM Chemical Services Inc. (Recycling Industries)	$208,307.20
Duracell Inc. (Mallory Battery)	$20,224.00
Environmental Waste Resources, Inc. (Environmental Waste Removal)	Appendix E
Ell Bee Chemical Co.	$56,930.56
Engelhard Corp. Specialties	$6,952.00
Esselte Pendaflex	$20,224.00
Faberge	$2,629.12
Fairchild Semiconductor, Inc.	$20,224.00
Georgia Pacific Corp. (X-Cel)	$48,032.00

APPENDIX D

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Gilbert Spruance Co.	$47,834.82
GTE Operations Support Incorporated (GTE Sylvania)	$207,826.88
IBM Corporation	$49,154.43
Inland Steel Container Company	$67,932.42
J.M. Huber Corporation	$10,617.60
J. Josephson Inc.	$82,615.04
Kewanee Industries, Inc.	$214,682.82
Kraft Foods Inc. (General Foods)	$244,174.46
Metal Film, Inc.	$11,679.36
National Starch & Chemical Co.	$202,240.00
Novick Chemical Co., Inc.	Appendix E
Olin Corp./Phillip A. Hunt Corp.	$118,032.32
Owens-Illinois General, Inc.	$6,977.28
Pacquet Oneida (Oneida Packaging)	$21,235.20
Pharmacia & Upjohn (Upjohn)	$20,224.00
Pyrolac	$207,296.00
Quality Chemicals, Inc.	$53,593.60
Reynolds Metal Co.	$62,694.40
Rheem Manufacturing Company	$110,119.68
Ridge Printing Co., Inc.	$80,643.20
SCM Corporation	$20,729.60
Schering Corporation	$48,537.60
Schweizerhall (Chemical Dynamics)	$7,498.05
Seton Company	$22,246.40

APPENDIX D

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Sequa Corp. (Arrow Group Industries)	$48,284.80
Sherwin Williams Company	$170,993.92
The Southland Corp.	$12,640.00
Stauffer Chemical Co.	$121,344.00
Stimpson Company, Inc.	$20,224.00
Syntex Beauty Care, Inc.	$12,791.68
Tenax Finishing Products Co.	$108,137.73
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	$72,048.00
Troy Chemical Corp.	$22,752.00
Uniroyal Chemical Company, Inc.	$25,280.00
United States Pipe & Foundry Company, Inc.	$25,280.00
W.R. Grace & Co.	$2,022.40
Westinghouse Electric Corp.	$2,502.72
Whittaker Corp.	$73,312.00
X Craft (Cellu-Craft)	$43,380.48

APPENDIX E

Structured Settlement Terms for Certain Respondents

Pursuant to Paragraph 45.c. of the Consent Order,[1] the following Respondents shall make payments on the schedules and in the amounts set out below:[2]

Environmental Waste Resources, Inc.: Environmental Waste Resources, Inc. (EWR) shall pay $16,229.76 plus interest in four quarterly installments within one year and thirty (30) days of the effective date of the Consent Order, as follows: (1) within one hundred twenty (120) days of the effective date of the Consent Order, EWR shall make its first quarterly installment payment of $4,057.44, plus interest accrued thereon; (2) within two hundred ten (210) days of the effective date of the Consent Order, EWR shall make its second quarterly installment payment of $4,057.44, plus interest accrued thereon; (3) within three hundred (300) days of the effective date of the Consent Order, EWR shall make its third quarterly installment payment of $4,057.44, plus interest accrued thereon; and (4) within three hundred ninety five (395) days of the effective date of the Consent Order, EWR shall make its fourth quarterly installment payment of $4,057.44, plus interest accrued thereon. Interest on each installment shall begin to accrue on the thirtieth day after the effective date of the Consent Order and shall accrue on each installment until the date of payment of the installment. EWR shall make each installment payment required under this Appendix E to the Trustee appointed under the trust agreement established pursuant to Paragraph 45. of the Consent Order. EWR shall make such payments without need for a demand or bill.

Novick Chemical Co., Inc.: Novick Chemical Co., Inc. ("Novick") shall pay $62,846.08 plus interest in four annual installments within four years and thirty (30) days of the effective date of the Consent Order, as follows: (1) within one year and thirty (30) days of the effective date of the Consent Order, Novick

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[1] These payments are in addition to the payment each of the above Respondents is required to make pursuant to Paragraph 44. and Appendix C of the Consent Order.

[2] In accordance with 42 U.S.C. § 9607(a), interest, for the purpose of this Appendix E, shall accrue at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to Subchapter A of Chapter 98 of Title 26 of the Internal Revenue Code and shall be compounded on October 1 of each year. The Superfund interest rate changes once each year on October 1. The Fiscal Year 1997 (10-1-96 to 9-30-97) Superfund interest rate is 5.70 percent. The Superfund interest rate for subsequent fiscal years can be obtained from the EPA Region II SCP Carlstadt Site Attorney following the beginning of each applicable federal fiscal year.

shall make its first annual installment payment of $15,711.52, plus interest accrued thereon; (2) within two years and thirty (30) days of the effective date of the Consent Order, Novick shall make its second annual installment payment of $15,711.52, plus interest accrued thereon; (3) within three years and thirty (30) days of the effective date of the Consent Order, Novick shall make its third annual installment payment of $15,711.52, plus interest accrued thereon, and (4) within four years and thirty (30) days of the effective date of the Consent Order, Novick shall make its fourth annual installment payment of $15,711.52, plus interest accrued thereon. Interest on each installment shall begin to accrue on the thirtieth day after the effective date of the Consent Order and shall accrue on each installment until the date of payment of the installment. Unless and until the trust agreement established pursuant to Paragraph 45. of the Consent Order has been terminated, Novick shall make each installment payment required under this Appendix E to the Trustee appointed under the trust agreement established pursuant to Paragraph 45. of the Consent Order. If the trust agreement established pursuant to Paragraph 45. of the Consent Order has been terminated, Novick shall make any remaining installment payment(s) required under this Appendix E to (a) the Non De Minimis Cooperating PRPs,[3] if the Trust Fund monies referenced in Paragraph 45.d. of the Consent Order were distributed to the Non De Minimis Cooperating PRPs pursuant to Paragraph 45.d.1. of the Consent Order or (b) the EPA Hazardous Substance Superfund, if the Trust Fund monies referenced in Paragraph 45.d. of the Consent Order were distributed to the EPA Hazardous Substance Superfund pursuant to Paragraph 45.d.2. of the Consent Order.[4] Novick shall make such payments without need for a demand or bill.[5]

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[3] The term "Non De Minimis Cooperating PRPs" is defined in Paragraph 7.k. of the Consent Order.

[4] In the event that any such installment payment is made to the EPA Hazardous Substance Superfund, such amount shall be placed into a Special Account for the SCP Carlstadt Site.

[5] Prior to making each installment payment, Novick shall contact the EPA Region II SCP Carlstadt Site Attorney to ascertain whether the trust agreement has been terminated, and, if so, to whom and how the payment should be made.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: _____ 6/23/87
JEANNE M. FOX Date
Regional Administrator
U.S. Environmental Protection Agency
Region II

Scientific Chemical Processing Superfund Site
De Minimis Settlement Responsiveness Summary

Section 122(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. §9622(i), requires the Environmental Protection Agency ("EPA") to publish in the Federal Register notice of *de minimis* settlements entered into pursuant to Section 122(g) of CERCLA, 42 U.S.C. §9622(g), and, for a 30-day period beginning on the date of publication, to provide an opportunity for persons who are not parties to the proposed settlement to file written comments relating to the proposed settlement. Section 122(i) further requires EPA to consider any comments filed during the 30-day period and permits EPA to withdraw or withhold consent to the proposed settlement if such comments disclose facts or considerations which indicate the proposed settlement is inappropriate, improper, or inadequate.

In accordance with Section 122(i) of CERCLA, on May 12, 1997, EPA published notice in the Federal Register, 62 FR 25947, of a proposed *de minimis* settlement, EPA Docket No. II-CERCLA-97-0106, concerning the Scientific Chemical Processing Superfund Site, Carslstadt, Bergen County, New Jersey. Attached is the comment letter received and EPA's response to those comments. The comments received on this proposed settlement did not disclose facts or considerations which indicate that the proposed settlement is inappropriate, improper, or inadequate. Therefore, pursuant to paragraph 62 of the proposed Administrative Order on Consent, the proposed settlement will be final and effective on the date EPA issues written notice to Respondents that the comments received did not require EPA to modify or withdraw from the Order.

Jeanne Fox
Regional Administrator

6/23/97
Date

ATTACHMENT C

LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS ADMINISTRATIVE ORDER ON CONSENT INDEX NO. II CERCLA 97-0106	
Name of Respondent	Amount
AKZO Nobel Chemicals (Interstab Chemicals)	$45,301.76
Alcoa (Aluminum Company of America)	$107,187.20
Amerace (Penetone)	$13,461.60
American National Can Co.	$53,201.76
American Flange & Co.	$17,101.92
American Inks & Coatings	$184,705.79
Armco (U.S. Polymeric)	$25,280.00
Bowen Engineering, Inc. (Stork Bowen)	$96,064.00
Canadian Oxy Offshore Products Company (Cities Services Oil Co.)	$11,628.80
Capital Magnetics	$125,684.58
Conestoga Fuel	$20,224.00
Converters Ink Co.	$105,038.40
CWM Chemical Services Inc. (Recycling Industries)	$208,307.20
Duracell (Mallory Battery)	$20,224.00
Environmental Waste Resources (Environmental Waste Removal)	Fn 1
Ell Bee Chemical Co.	$56,930.56
Engelhard Corp. Specialties	$6,952.00
Esselte Pendaflex	$20,224.00
Faberge	$2,629.12
Fairchild Semiconductor	$20,224.00
Georgia-Pacific (X-Cel)	$48,032.00
Gilbert Spruance	$47,834.82
GTE Operations Support (GTE Sylvania)	$207,826.88
IBM Corporation	$49,154.43
Inland Steel Container	$67,932.42
J.M. Huber	$10,617.60
J. Josephson Inc.	$82,615.04
Kewanee Industries, Inc.	$119,321.60
Kraft Foods (General Foods)	$244,174.46

Metal Film	$11,679.36
National Starch & Chemical Co.	$202,240.00
Novick Chemical., Inc.	Fn 2
Olin Corp./Phillip A. Hunt Corp.	$118,032.32
Owens-Illinois General, Inc.	$6,977.28
Pacquet Oneida (Oneida Packaging)	$21,235.20
Pharmacia & Upjohn (Upjohn)	$20,224.00
Pyrolac	$207,296.00
Quality Chemicals, Inc.	$53,593.60
Reynolds Metal Co.	$62,694.40
Rheem Manufacturing	$110,119.68
Ridge Printing	$80,643.20
SCM	$20,729.60
Schering Corporation	$48,537.60
Schweizerhall (Chemical Dynamics)	$7,498.05
Seton Company	$22,246.40
Sequa Corp. (Arrow Group Industries)	$48,284.80
Sherwin Williams	$170,993.92
The Southland Corp.	$12,640.00
Stauffer Chemical Co.	$121,344.00
Stimpson (E.B. Stimpson)	$20,224.00
Syntex Beauty	$12,791.68
Tenax Finishing Products	$108,137.73
Tenneco Polymers (Tenneco Chemicals Inc.)	$72,048.00
Troy Chemical	$22,752.00
Uniroyal Chemical Company	$25,280.00
United States Pipe & Foundry	$25,280.00
W.R. Grace	$2,022.40
Westinghouse Electric Corp.	$2,502.72
Whittaker Corp.	$73,312.00
X Craft (Cellu-Craft)	$43,380.48

1/ $16,229.76 plus interest in four quarterly installments within 1 year and 30 days of the effective date of the Consent Order in accordance with Paragraph 45.c. and Appendix E of the Administrative Order on Consent Index No. II-CERCLA-97-0106.

2/ $62,846.08 plus interest in four annual installments within 4 years and 30 days of the effective date of the Consent Order in accordance with Paragraph 45.c. and Appendix E of the Administrative Order on Consent Index No. II-CERCLA-97-0106.

ATTACHMENT D

Non-Settling Members of the 216 Paterson Plank Road Cooperating PRP Group Who Have Authorized Disclosure of Their Identity to EPA

1. American Hoechst/Celanese Corp.
2. American Standard Incorp.
3. Armstrong World Industries, Inc.
4. Ashland Chemicals, Inc.
5. AT&T
6. Benjamin Moore & Co.
7. Ber Mar Manufacturing Corp.
8. Borden, Inc.
9. Browning-Ferris Industries
10. CBS, Inc.
11. Chemcoat, Inc.
12. Chemical Pollution Control, Inc.
13. Ciba-Geigy Corp.
14. Continental Can Company
15. Diamond Shamrock/Occidental
16. Dow Chemical Company
17. E.I. DuPont de Nemours
18. E.R. Squibb & Sons
19. GAF Corporation
20. General Electric Co.
21. General Motors
22. Grumman Corporation
23. Hoffman-LaRoche, Inc.

24. Kirker Chemical Co.
25. Litton Inc./Fitchburg Coated Products
26. Mack Trucks, Inc.
27. Magid Corp.
28. Matlack Systems, Inc.
29. Merck & Co., Inc.
30. Mobil Oil Corporation
31. Nepera, Inc.
32. Perk Chemical Co., Inc.
33. Pfizer Inc.
34. Reliance Universal/AKZO Coatings
35. Revlon, Inc.
36. Simon Wrecking Company
37. SmithKline Beecham Corporation
38. Union Carbide Chemicals & Plastics
39. United Technologies/Inmont Corp.
40. Warner-Lambert Company

CorporateTrust
&AgencyGroup

Environmental
Escrow Services

BANKERS TRUST COMPANY

FEE SCHEDULE (Revised) for
SCIENTIFIC CHEMICAL PROCESSING SITE
Carlstadt, New Jersey

All fees and expenses associated with the administration of the Trust Account shall be payable out of the interest income earned on the Trust Fund. The Trustee's annual compensation shall be paid in accordance with the fee schedule listed below.

In no event, however, may any trust charge made by the Trustee invade the corpus of the Trust Fund.

Acceptance Fee:	**Waived**
Legal Review Fee:	**Waived**
Annual Administration Fee:	**50 basis points (Spread from Treasuries)**

The annual fee covers the ongoing administration of the Trust Account, including maintenance of all account records, production of periodic financial statements, performing functions relating to tax payments, and collection and disbursement of funds.

Transaction Fees: *(as required)*

Per Outgoing Wire Transfer	*$20*
Per Direct Investment Purchase/Sale	*$40*
Per Mutual Fund Purchase/Sale	*No charge*

This revised fee schedule, dated April 3, 1997, supersedes all previous fee schedule revisions.

Corporate Trust & Agency Group

Environmental Escrow Services

Description of Services Included:

- Daily investment and reinvestment of cash balances in selected vehicle(s)
- Quarterly PRP Statement indicating all deposits and disbursements allocated by PRP share sent to each Group member
- Pay all authorized invoices by bank check or wire and provide separate disbursement report indicating payee name, date invoice was received/paid and check/wire number
- *For QSF Trusts: Obtain QSF Tax ID, make quarterly estimated tax payments, prepare and file annual QSF tax return using form 1120SF*

Assumptions:

• Average estimated cash balance/quarter:	$3-4 Million
• Average number of disbursements per life of the trust (except quarterly payment of taxes)	1-2
• Number of PRPs:	60
• Legal Structure:	QSF Trust
• Potential collection of funds from non-settlers	No
• Length of Trust Agreement:	≈ 18 Months

We may place orders to buy/sell financial instruments with outside broker-dealers that we select, as well as BT or its affiliates. These transactions (for which normal and customary spreads will be earned in addition to the charges quoted above) will be executed on a riskless principal basis solely for your account(s) and without recourse to us or our affiliates. If you choose to invest in any mutual fund, BT and/or our affiliates may earn service fees/expenses associated with these funds as disclosed in the mutual fund prospectus provided to you, in addition to the charges quoted above. We will provide periodic mutual fund account statements describing transactions executed for your account(s). Trade confirms will be available upon your request at no additional charge.