UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

JUN 16 2008

Mr. Jonathan Carroll
Lazarus Texas Refinery II, LLC
2929 Allen Parkway, Suite 1400
Houston, TX 77019

Re: Lazarus Texas Refinery II (formerly Longview Refinery) EPA ID No. TXD045586187 Docket No. RCRA-6-2008-0903; Administrative Order on Consent pursuant to Section 3013 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6934.

Dear Mr. Carroll:

Enclosed for your records are two copies of the Administrative Order ("AO") on Consent, pursuant to Section 3013 of RCRA, filed with the Regional Hearing Clerk.

If you have technical questions concerning this AO, please contact Ms. Melissa Smith of my staff at 214-665-7357. Additionally, if you have legal questions regarding this AO, please have your attorney contact Ms. Marcia Moncrieffe, Assistant Regional Counsel, at 214-665-7343.

Sincerely yours,

John Blevins
Director
Compliance Assurance
and Enforcement Division

Enclosure

cc Leroy Biggers, Director, TCEQ Region 5

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REGIONAL HEARING CLERK
EPA REGION VI

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1445 Ross Ave
Dallas, Texas 75002

IN THE MATTER OF:	)	
	)	
Lazarus Texas Refinery II, LLC (Former Longview Refinery)	)	ADMINISTRATIVE ORDER ON CONSENT
	)	
RESPONDENT	)	
	)	
EPA I.D. No. TXD045586187	)	U.S. EPA Docket No. RCRA 06-2008-0903
	)	
Proceedings under §§ 3013 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6934.	)	

RCRA SECTION 3013 ADMINISTRATIVE ORDER ON CONSENT

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I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the Authority vested in the Administrator of the United States Environmental Protection Agency ("EPA" or "Agency") under Section 3013 of the Resource Conservation and Recovery Act, ("RCRA" or "the Act"), as amended, 42 U.S.C. Section 6934. The Complainant is the Regional Administrator, EPA Region 6. The authority to enter into this Consent Order has been duly delegated to the Director of the Compliance Assurance and Enforcement Division, EPA Region 6.

2. This Consent Order is issued to Lazarus Texas Refinery II, LLC, ("Lazarus" or "Respondent"), a limited liability company doing business in the State of Texas. Respondent owns the site of the non-operational refinery located at 601 Premier Road, Longview, Gregg County, Texas (the "Site"). Respondent consents to and agrees not to contest EPA's authority to issue this Consent Order and to enforce its terms. Further, Respondent will not contest EPA's authority to: compel compliance with this Consent Order in any subsequent enforcement proceedings; require Respondent's full or interim compliance with the terms of this Consent Order; or impose sanctions for violations of this Consent Order; provided, however, that Respondent retains any and all rights it may have to dispute the merits of any such claims.

3. This Consent Order is based upon the administrative record compiled by EPA as of the date of this Consent Order and incorporated herein by reference. The record is currently available for review by the Respondent and the public at EPA's Regional Office at 1445 Ross Avenue, Dallas, Texas 75202.

4. Respondent neither admits nor denies any of paragraphs contained in the Findings of Fact or the Determination and Conclusions of Law sections of the Consent Order.

II. PARTIES BOUND

5. The provisions of this Consent Order shall apply to and be binding upon Respondent and its officers, directors, employees, agents, contractors, successors, and assigns.

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

7. Respondent shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Consent Order within seven (7) calendar days of the effective date of this Consent Order, or on the date of such retention, and Respondent shall condition all such contracts on compliance with the terms of this Consent Order.

8. Any documents transferring ownership and/or operations of the Site described herein from Respondent to a successor-in-interest shall include written notice of this Consent Order. In addition, Respondent shall, no less than thirty (30) days prior to transfer of ownership or operation of the Site, provide written notice of this Consent Order to its successor-in-interest, and, in the event that this Consent Order is not complete, written notice of said transfer of

ownership and/or operation to EPA.

III. STATEMENT OF PURPOSE

9. EPA and Respondent have agreed that this Consent Order shall specifically implement, as set forth in the Scope of Work and incorporated herein by reference as Exhibit A: (1) the security of the Site; (2) the collection of groundwater samples from on-Site monitoring wells; and (3) the transmittal of groundwater analytical results to EPA. The Scope of Work included as Exhibit A consists of two documents, a "Security Plan" and a "Groundwater Assessment Workplan".

10. The mutual objectives of EPA and Respondent are the protection of human health and the environment through Respondent's implementation of groundwater sampling, analysis, monitoring, and reporting at the Site. In meeting these objectives, Respondent shall implement the Scope of Work, Exhibit A incorporated herein by reference, to assess the nature and extent of releases of hazardous waste and/or hazardous constituents to the groundwater at or from the Site.

11. Additionally, EPA has identified and discussed with Respondent three (3) other priorities that must be addressed at the Site before operations of a refinery resume. However, it is expressly understood that these three (3) additional priorities are not part of this Consent Order. These additional priorities are, as soon as practicable, (1) to conduct integrity tests on all tanks that contain materials, (2) to perform appropriate soil testing, and (3) to permit or close all on-Site surface impoundments.

IV. BACKGROUND

12. Lazarus Texas Refinery II, LLC, is a limited liability company operating in and under the laws of the State of Texas and was authorized to do business in the State of Texas in July 2006.

13. Respondent is a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15), 40 C.F.R. § 260.10.

14. Respondent's registered agent for service in the State of Texas is National Registered Agents, Inc., 16055 Space Center Suite 235, Houston, TX 77062.

15. Respondent owns the non-operational refinery located at 601 Premier Road, Longview, Gregg County, Texas, 75604.

16. The Site operated as a refinery from the 1930s until 1992. Longview Refining Associates ("LRA") was the last owner/operator of a petroleum refinery on the Site. LRA began its operation in 1989 and ceased operations in September 1992. In 1999, LRA filed for Chapter 11 Bankruptcy. During the bankruptcy proceedings, the Site was jointly acquired by Gregg County, Pine Tree Independent School District, and the City of Longview in lieu of unpaid property taxes. In June 2006, the property was purchased by Gregg County Refining, LLC. It was subsequently sold to Respondent by Gregg County Refining, LLC in September 2006.

V. FINDINGS OF FACT

17. Pursuant to Section 3010(a) of RCRA, 42 U.S.C. § 6930(a), LRA on February 15, 1989, notified the EPA Administrator that it was a generator of listed hazardous waste as defined under Part 30 of the Texas Administrative Code § 335.1 and 40 C.F.R. § 261.32.

18. Since LRA's February 1989 notification to EPA, the Texas Water Commission (TWC), the Texas Natural Resource Conservation Commission (TNRCC), or the Texas Commission on Environmental Quality (TCEQ)[1] has initiated several enforcement actions against LRA. Investigation conducted in preparation for these actions revealed the disposal or

[1] TNRCC was formerly the TWC, now the TCEQ.

release of solid waste, hazardous substances, and/or hazardous waste into the environment from the refinery. (See Administrative Record)

19. In February 2001, TNRCC, in coordination with EPA, prepared a Screening Site Inspection Report. The analytical results from groundwater samples collected from monitoring wells, located on and near the refinery, document an observed release to the Queen City Sand aquifer from the refinery. Specifically, significant concentrations above background were detected for acetone, methyl tert-butyl ether, 2-butanone, benzene, toluene, ethylbenzene, total xylenes, aluminum, barium, iron, manganese, and thallium. These constituents are documented in sediments and soils near source areas at the refinery.

20. On June 25, 2001, TNRCC conducted an inspection in response to a spill report received from LRA. During the inspection, the following observations were made:

a) Several units including tanks, containers, API separators, surface impoundments, and process units were storing materials and wastes even though they had been out of operation since 1992;

b) A desalting unit was leaking light phase hydrocarbons;

c) Drums in a container storage area were leaking a black oily substance;

d) Liquid that appeared to be diesel fuel was bubbling from a partially buried underground pipe; and

e) Conditions at remaining portions of the refinery were similar to those observed during previous inspections.

21. From June 26 - 28, 2001, an EPA emergency response team stopped the on-going releases and removed the leaking containers. Although the discharges were stopped, stained and contaminated soils remained at the site, as well as multiple units storing wastes.

22. On October 8, 2004, TCEQ notified LRA that the refinery was on an EPA baseline list for monitoring attainment of cleanup milestones to ensure the protection of human health and the environment. LRA was also informed that under this initiative, the refinery was expected to select and construct a facility-wide remediation system by the year 2008.

23. On April 14, 22, and 25, 2005, TCEQ conducted a site investigation along with the City of Longview Fire Department, EPA On-Scene Coordinator and Site Assessment Manager. Inspection findings include:

a) Significantly degraded equipment;

b) Observation of a recent release of diesel fuel from process equipment;

c) Ongoing releases of carbon black and ceramic catalyst balls;

d) Ongoing release of heat exchanger bundle sludge on roadway;

e) Ongoing release of diesel fuel inside tank firewall;

f) Several units were still storing wastes including tanks, containers, three API separators, six wastewater surface impoundments, and various process units; and

g) The requirements of the March 1995 Agreed Order; specifically, release assessment, cleanup, and closure of waste management units had not been met.

24. From May 2 – 11, 2006 and prior to Respondent's ownership of the Site, TCEQ and EPA conducted an investigation and emergency response. Inspections findings include:

a) Continued leakage of oily waste inside the secondary containment of a tank referred to as "Tank 23";

b) Leaks of unknown oily wastes;

c) Large area of dead vegetation indicating possible underground leak;

d) Discharges of unknown material under catalyst storage tanks; and

e) The requirements of the March 1995 Agreed Order; specifically, release assessment, cleanup, and closure of waste management units have not been met.

25. As part of the May 2006 investigation, an EPA emergency response team stopped on-going releases and removed leaking containers. Although the discharges were stopped, stained and contaminated soils remained at the site, as well as multiple units storing wastes which have not undergone closure.

26. On June 20, 21, and 26, 2006 and prior to Respondent's ownership of the Site, Environmental Compliance Associates ("ECA") conducted an environmental site inspection and subsequently completed a Phase I Environmental Site Assessment ("ESA") of the site at the request of Gregg County Refining. The findings of the ESA include:

a) Dark soil and surface staining in operating areas;

b) Vegetation distress;

c) Unknown tank contents;

d) Three open pits (surface impoundments); and

e) Recommendation that a more in depth Phase II ESA be conducted including groundwater survey and soil sampling.

27. On January 23, 2007, an inspection was conducted by EPA to assess current conditions. Inspection findings include:

a) Observation of soil staining and odor in vicinity of Tank 23 and refinery loading/unloading areas;

b) Potential for off-site contamination from outfalls near the impoundments; and

c) Previously identified areas of contamination do not appear to have been addressed.

28. The constituents identified at the former refinery include known and suspected carcinogens and mutagens, which can affect the central nervous system and damage internal organs at low levels. These constituents, under certain conditions of dose, duration, or extent of exposure, constitute a threat to human health by ingestion and/or absorption. The following information was compiled from "Chemical, Physical, and Biological Properties of Compounds Present at Hazardous Waste Sites", prepared by Clement Associates, Inc., dated September 27, 1985; publications of the Agency for Toxic Substances and Disease Registry ("ATSDR"); the Report on Carcinogens, 8th Summary 1998 Edition (RoC) published by the National Institute of Environmental Health Science ("NIEHS"); EPA's Integrated Risk Information System ("IRIS"); Hazardous Chemicals Desk Reference, Third Edition, by Richard Lewis, Sr. copyright 1993 by Van Nostrand Reinholdand; and 40 C.F.R. Part 141:

A. Barium: Water and stomach acids solubilize barium salts and can cause poisoning. Symptoms are vomiting, colic, diarrhea, slow irregular pulse, transient hypertension, and convulsive tremors and muscular paralysis. Death may occur in a few hours to a few days;

B. Benzene: A known human carcinogen, producing myeloid leukemia, Hodgkins's disease, and lymphomas by inhalation. Experimental carcinogenic, neoplastigenic, and tumorigenic data. A human poison by inhalation. An experimental poison by skin contact, intraperitoneal, intravaneous, and possibly other routes. Human mutation data reported;

C. Chromium: Chromium is a heavy metal that generally exists in either a trivalent or hexavalent oxidation state. Hexavalent chrome compounds are carcinogenic in rats and an excess of lung cancer has been observed among workers in the chromate producing industry. Hexavalent chrome can also cause DNA and chromosome damage in animals and humans. Short term high-level exposure to hexavalent chrome can cause adverse effects at the point of contact. Trivalent chrome is less toxic than hexavalent chromium; its main effect is contact dermatitis in sensitive individuals. Chromium has been shown to damage the kidney, nervous system, and the circulatory system of laboratory animals such as rats and mice when the animals are exposed at high levels. Some humans who were exposed to high levels of chromium suffered liver and kidney damage, dermatitis, and respiratory problems. The MCL for total chromium in drinking water is 0.1 mg/l. IRIS lists chromium VI as a Group A (known human) carcinogen;

D. Ethylbenzene: Moderately toxic by ingestion and intraperitoneal route. Mildly toxic by inhalation and skin contact. An experimental teratogen. Other experimental reproductive effects;

E. Iron: A poison by intraperitoneal route. Questionable carcinogen with experimental tumorigenic data;

F. Lead: A heavy metal classified as a probable human carcinogen. It has induced kidney tumors in mice and rats. Lead is also a reproductive hazard, and it can adversely affect the brain and central nervous system by causing encephalopathy and peripheral neuropathy. Chronic exposure to low levels of lead can cause

subtle learning disabilities in children. Exposure to lead can also cause kidney damage and anemia. The action level for lead in drinking water is 0.015 mg/l;

G. Toluene: Poison by intraperitoneal route. Moderately toxic by intravenous and subcutaneous routes. Mildly toxic by inhalation. An experimental teratogen; and

H. Xylenes: Moderately toxic by intraperitoneal and subcutaneous routes. Mildly toxic by ingestion and inhalation. An experimental teratogen. Human systemic effects by inhalation: olfactory changes, conjunctiva irritation, and pulmonary changes. Experimental reproductive effects.

VI. DETERMINATION AND CONCLUSIONS OF LAW

29. Respondent's refinery is a "facility" at that term is defined at 40 C.F.R. 260.10.

30. Respondent's facility is subject to the provisions of Section 3013 of RCRA, 42 U.S.C. §§ 6934(a).

31. Section 1004(27) of RCRA, 42 U.S.C. § 6905(27), defines the term "solid waste" to mean "any garbage, refuse . . . and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations . . ."

32. Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), defines the term "hazardous waste" to mean:

> a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may-
>
> > (A) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
> >
> > (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

33. Section 1004(3) of RCRA, 42 U.S.C. § 6903(3), defines the term "disposal" to mean "the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters."

34. Based on the foregoing Findings of Fact and pursuant to Sections 3013(a)(1) and (2), 42 U.S.C. §§ 6933(a)(1) and (2), EPA determined that hazardous waste, as previously defined and generated prior to Respondent's ownership of the facility, has been stored, treated, or disposed of at Respondent's facility, the release of which from the facility may present a substantial hazard to human health and the environment.

VII. ORDER

35. Pursuant to Section 3013 of RCRA, 42 U.S.C. §§ 6934, Respondent agrees to and is hereby ordered to perform the following acts in the manner and by the dates specified herein.

A. Within thirty (30) calendar days of receipt of this Consent Order, Respondent shall begin implementation of the Scope of Work incorporated herein as Exhibit A;

B. In the event that Respondent identifies circumstances which Respondent believes necessitate deviation from the Scope of Work, including the projected time-line, Respondent shall immediately notify EPA and provide written documentation of the circumstance and the proposed modification to the time-line and/or Scope of Work. EPA will either approve or disapprove the proposed modification in writing. In the event that EPA determines the circumstance does not warrant modification of the time-line and/or Scope of Work, Respondent shall conduct the work as originally outlined in the time-line and/or Scope of Work. In the event

that EPA's determines that the circumstance does warrant modification of the time-line and/or Scope of Work, but does not approve the proposed modification, EPA will provide Respondent with EPA-approved alternative(s);

C. Upon completion of the activities in the Scope of Work, and no later than August 31, 2008, Respondent shall provide EPA with a detailed report which includes the following:

1. All measures taken to ensure security at the Site to prevent trespassers;
2. All groundwater sampling locations identified on a map showing the groundwater sampling locations relative to facility features;
3. A narrative description of groundwater sampling locations;
4. A narrative description of groundwater sampling techniques;
5. A narrative description of problems encountered as well as how the problems were resolved during the establishment of security and the groundwater sampling event;
6. Photographs taken during groundwater sampling activities;
7. A table containing groundwater sampling analytical results (including groundwater sample location or identification number, analytical result, and detection limit);
8. A comparison of groundwater sampling analytical results to Texas Risk Reduction Program ("TRRP") protective concentration levels ("PCLs");
9. Copy of field notes for each well including purging data; and
10. A figure showing the groundwater gradient and groundwater flow direction.

VIII. MINIMUM QUALIFICATIONS FOR PERSONNEL

36. All work performed by the Respondent pursuant to this Consent Order shall be under the direction and supervision of an individual who has demonstrated expertise in hazardous waste site investigation. Additionally, the Respondent shall ensure that when a license is required, only licensed individuals shall be used to perform any work required by this Consent Order.

IX. SUBMISSIONS/EPA REVIEW

37. For the first six months that this Consent Order is effective, provided the work has not been completed, Respondent shall provide EPA with quarterly progress reports which contain a summary of work accomplished during the reporting period, any problems encountered, and how the problems were resolved. The first report is due the first day of the third full month following the effective date of this Consent Order. The second report is due three months thereafter on the first day of the month.

38. Two copies (one original and one copy) of all submissions (including revised submissions) required to be submitted by this Consent Order shall be hand-delivered or sent by an acceptable and reputable messenger service or by Overnight Mail, to the EPA Project Coordinator designated pursuant to Section XI., Project Coordinator, below.

39. Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices, or other submissions relating to or required under this Consent Order shall be in writing and shall be sent as follows:

a. two copies of all documents to be submitted to EPA shall be sent to:

Mr. Richard Mayer
U.S. Environmental Protection Agency
Region 6 (6PD-F)
1445 Ross Avenue # 1200

Dallas, Texas 75202

b. Documents to be submitted to Respondent shall be sent to:

Mr. Tommy Byrd
Lazarus Texas Refinery II, LLC
2929 Allen Parkway
Suite 1400
Houston, TX 77019

With a copy to:

Mr. Bret Neff
Enercon Services, Inc.
1700 West Loop South
Suite 825
Houston, TX 77027

40. Any notice, report, certification, data presentation, or other document submitted by Respondent pursuant to this Consent Order which discusses, describes, demonstrates, supports any finding, or makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Order shall be certified by a duly authorized representative of Respondent. A person is a "duly authorized representative" only if: (a) the authorization is made in writing; (b) the authorization specifies either an individual or position having responsibility for overall operation of the regulated facility or activity (a duly authorized representative may thus be either a named individual or any individual occupying a named position); and (c) the written authorization is submitted to the Project Coordinator designated by EPA pursuant to Section XI., Project Coordinator, of this Consent Order.

41. The certification required by Paragraph 40 above, shall be in the following form:

> "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 inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to be the best of

my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature: _____

Name: _____

Title: _____

X. QUALITY ASSURANCE/QUALITY CONTROL

42. Respondent shall follow EPA guidance for sampling and analysis. Respondent shall develop a Quality Assurance Project Plan ("QAPP") for all sampling and analysis conducted under this Consent Order [in accordance with the requirements in Exhibit A]. Workplans shall contain quality assurance/quality control ("QA/QC") and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the QA/QC and chain of custody procedures in approved workplans must be approved by EPA prior to implementation; must be documented, including reasons for the deviations; and must be reported in the applicable report.

43. Within thirty (30) days of choosing a laboratory for its analytical work, Respondent shall provide the EPA with the contact person(s), name(s), addresses, and telephone number(s) of the analytical laboratory. If Respondent uses more than one laboratory, Respondent shall provide the EPA with similar information for all analytical laboratories.

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

45. Respondent shall monitor to ensure that high quality data is obtained by its

consultant or contract laboratories. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (SW-846 Third Edition as amended by Update One, July 1992), or other methods deemed satisfactory to EPA. If methods other than EPA methods are to be used, Respondent shall specify and submit all such protocols for EPA approval in the work plan. EPA may reject any data that does not meet the requirements of the approved work plan or EPA analytical methods and may require re-sampling and additional analysis.

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

XI. PROJECT COORDINATOR

47. EPA hereby designates as its Project Coordinator:

Mr. Richard Mayer
U.S. Environmental Protection Agency
Region 6 (6PD-F)
1445 Ross Avenue
Dallas, Texas 75202

48. Respondent designates as its Project Coordinator:

Mr. Tommy Byrd
Lazarus Texas Refinery II, LLC
2929 Allen Parkway
Suite 1400

Houston, TX 77019

49. Each Project Coordinator shall, on behalf of the party that designated the Project Coordinator, oversee the implementation of this Consent Order and function as the principal project contact.

50. Respondent shall provide EPA with a written notice of any changes made regarding its Project Coordinator. Such notice shall be provided at least fourteen (14) calendar days prior to the change.

XII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

51. Respondent shall submit to EPA the results of all sampling and/or tests or other data generated by, or on behalf of, Respondent pursuant to the requirements of this Consent Order and the Attachments appended hereto and incorporated herein.

52. Respondent shall notify EPA, in writing, at least seven (7) calendar days in advance of engaging in any field activities at the Site conducted pursuant to this Consent Order. At the request of EPA, Respondent shall provide or allow EPA or its authorized representatives to take split and/or duplicate samples of all samples collected by Respondent pursuant to this Consent Order. Similarly, at the request of Respondent, EPA will allow Respondent or its authorized representatives to take split and/or duplicate samples of any samples collected by EPA under this Consent Order, provided that such sampling shall not delay EPA's proposed sampling activities. Nothing in this Consent Order shall limit or otherwise affect EPA's authority to collect samples pursuant to applicable law, including, but not limited to, RCRA and CERCLA.

XIII. ON-SITE AND OFF-SITE ACCESS

53. With seven (7) calendar days advance notice, Respondent shall provide access to the Site to EPA and its employees, contractors, agents, and consultants. Respondent or its

representatives will accompany EPA on any such Site visit.[2]

54. Respondent shall ensure that EPA's Project Coordinator has a copy of any access agreements.

55. Nothing in this Consent Order limits or otherwise affects EPA's right of access and entry pursuant to applicable law, including RCRA and CERCLA.

XIV. RECORD PRESERVATION

56. Respondent shall retain, during the pendency of this Consent Order and for a minimum of five (5) years after its termination, a copy of all data, records, and documents now in its possession or control, or in the possession of control of its contractors, subcontractors, representatives, or which come into the possession of control of the Respondent, its contractors, subcontractors, or representatives, which relate in any way to this Consent Order. Respondent shall notify EPA, in writing, at least ninety (90) days in advance of the destruction of any such records, and shall provide EPA with the opportunity to take possession of any such records. Such written notification shall reference the caption, docket number and date of issuance of this Consent Order and shall be addressed to:

Mr. Richard Mayer
U.S. Environmental Protection Agency
Region 6 (6PD-F)
1445 Ross Ave
Dallas, Texas 75202

Additionally, Respondent shall provide data, records, and documents retained under this Section at any time before the expiration of the five (5) year period at the written request of EPA.

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[2] The Site is a non-operational refinery with potential safety hazards that preclude unsupervised

XV. INFORMATION SUBMITTED TO EPA

57. Respondent may assert a business confidentiality claim in the manner described in 40 CFR § 2.203(b) covering all or part of any information submitted to EPA pursuant to this Consent Order. In accordance with 40 CFR § 2.204(e)(4), any assertion of confidentiality shall be adequately substantiated by Respondent when the assertion is made. Information submitted for which Respondent has asserted a claim of confidentiality as specified above shall be disclosed by EPA only to the extent and manner permitted by 40 CFR Part 2, Subpart B. If no such confidentiality claim accompanies the information when it is submitted to EPA, the information may be made available to the public by EPA without further notice to the Respondent. Respondent agrees not to assert any confidentiality claim with respect to any physical, sampling, monitoring, or analytical data.

58. In the event that Respondent wishes to assert a privilege with regard to any document which EPA seeks to inspect or copy pursuant to this Consent Order, Respondent shall identify the document, the privilege claimed, and the basis therefore in writing. For the purposes of this Consent Order, privileged documents are those documents exempt from discovery from the United States in litigation under the Federal Rules of Civil Procedure and/or any applicable case law. EPA may dispute any such claim of privilege pursuant to the dispute resolution provisions set forth in Section XVII., below.

XVI. DELAY IN PERFORMANCE/STIPULATED PENALTIES

59. Unless there has been a written modification of a compliance date by EPA, or excusable delay as defined below in Section XVIII., Force Majeure, in the event that Respondent

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access to the property.

fails to comply with any requirement set forth in this Consent Order, Respondent shall pay stipulated penalties, as set forth below, upon receipt of written demand by EPA.

60. Compliance by Respondent shall include commencement or completion, as deemed appropriate by EPA, of any activity, plan, study or report required by this Consent Order, and in the manner required by this Consent Order and within the specified time schedules in and approved under this Consent Order. Stipulated penalties shall accrue as follows:

61. For any failure to commence, perform or complete work as prescribed in this Consent Order: $1,000 per day for one to seven days or part thereof of noncompliance, and $2,000 per day for each day of noncompliance, or part thereof, thereafter;

62. For any failure to submit any draft or final workplans, plans, or reports as required by this Consent Order: $1,000 per day for one to seven days or part thereof of noncompliance, and $2,000 per day for each day of noncompliance, or part thereof, thereafter; and

63. For any failure to submit other deliverables as required by this Consent Order: $1,000 per day for one to seven days or part thereof of noncompliance, and $2,000 per day for each day of noncompliance, or part thereof, thereafter.

64. All stipulated penalties shall begin to accrue on the date that complete performance is due or a violation occurs, and shall continue to accrue through the final day of or correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Order.

65. All stipulated penalties owed to EPA under this section shall be due within forty-five (45) calendar days of receipt of a demand for payment, unless Respondent invokes the dispute resolution procedures under Section XVII., below. Such demand for payment shall describe the noncompliance and shall indicate the amount of stipulated penalties due.

66. All stipulated penalty payments shall be made by certified or cashier's check payable to the Treasurer of the United States of America and shall be remitted to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

67. All payments shall reference the Respondent's name and address, and the EPA Docket Number of this Consent Order. Copies of the transmittal of payment shall be sent simultaneously to the EPA Project Coordinator and the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 6, 1445 Ross Avenue, Dallas, Texas 75202.

68. Respondent may dispute EPA's demand for payment of stipulated penalties for any alleged violation of this Consent Order by invoking the dispute resolution procedures below under Section XVII., Dispute Resolution. Stipulated penalties shall continue to accrue, but are not required to be paid, for any alleged noncompliance which is the subject of dispute resolution during the period of such dispute resolution. To the extent that Respondent does not prevail upon resolution of the dispute, Respondent shall remit to EPA within thirty (30) calendar days of receipt of EPA's written decision as to said dispute, any outstanding penalty payment in the manner described above in Paragraph 66 of this Section.

69. Neither the filing of a petition to resolve a dispute nor the payment of stipulated penalties shall alter in any way Respondent's obligation to comply with the requirements of this Consent Order.

70. The assessment of stipulated penalties set forth in this Section shall not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of Respondent's failure to comply with any of the requirements of this Consent Order.

XVII. DISPUTE RESOLUTION

71. If a dispute arises under this Consent Order, the procedures of this Section shall apply. The Parties shall make reasonable efforts to informally resolve disputes at the Project Coordinator or immediate supervisor level.

72. If Respondent disagrees, in whole or in part, with any EPA disapproval, modification or other decision or directive made by EPA pursuant to this Consent Order, Respondent shall notify EPA in writing of its objections, and the basis therefore, within fourteen (14) calendar days of receipt of EPA's disapproval, decision or directive. Such notice shall set forth the specific points of the dispute, the position which Respondent asserts should be adopted as consistent with the requirements of this Consent Order, the basis for Respondent's position, and any matters which it considers necessary for EPA's determination. EPA and Respondent shall have an additional fourteen (14) calendar days from the receipt by EPA of the notification of objection, during which time representatives of EPA and Respondent may confer in person or by telephone to resolve any disagreement. If an agreement is reached, the resolution shall be written and signed by an authorized representative of each party. In the event that resolution is not reached within this fourteen (14) calendar day period, EPA will furnish to Respondent, in writing, its decision on the pending dispute. Said written decision shall state the basis and rationale for the decision.

73. Except as provided in Paragraph 72 above, the existence of a dispute, as defined in this Section, and EPA's consideration of matters placed into dispute, shall not excuse, toll or suspend any other compliance obligation or deadline required pursuant to this Consent Order during the pendency of the dispute resolution process.

74. Notwithstanding any other provisions of this Consent Order, no action or decision

by EPA pursuant to this Consent Order, shall constitute final agency action giving rise to any right to judicial review.

XVIII. FORCE MAJEURE

75. Respondent shall perform the requirements of this Consent Order in the manner and within the time limits set forth herein, unless the performance is prevented or delayed by events which constitute a *force majeure*. Respondent shall have the burden of proving such a *force majeure*. A *force majeure* is defined as any event arising from causes not reasonably foreseeable and beyond the control of Respondent, which cannot be overcome by due diligence and which delays or prevents performance in the manner or by a date required by this Consent Order. Such events do not include: increased costs of performance; changed economic circumstances; failure to obtain federal, state or local permits; reasonably foreseeable weather conditions; or weather conditions which could have been overcome by due diligence.

76. Respondent shall notify EPA, in writing, within ten (10) calendar days after it becomes or should have become aware of any event which Respondent claims constitutes a *force majeure*. Such notice shall estimate the anticipated length of delay, including necessary demobilization and remobilization, its cause, measures taken or to be taken to prevent or minimize the delay, and an estimated time table for implementation of these measures. Failure to comply with the notice provision of this paragraph shall constitute a waiver of Respondent's right to assert a *force majeure* claim with respect to such event. If, in EPA's sole and unreviewable discretion, EPA determines that the failure to give notice was not prejudicial to EPA, Respondent's failure to give notice shall not constitute a waiver. In addition to the above notification requirements, Respondent shall undertake all reasonable actions to prevent or to minimize any delay in achieving compliance with any requirement of this Consent Order after it

becomes or should have become aware of any event which may delay such compliance.

77. If EPA determines that the failure to comply or delay has been or will be caused by a *force majeure,* the time for performance of that requirement of this Consent Order may be extended, upon EPA approval, for a period equal to the delay resulting from such *force majeure*. This shall be accomplished through an amendment to this Consent Order pursuant to Section XXII., Subsequent Modification of Order. Such an extension shall not alter the schedule for performance or completion of any other tasks required by this Consent Order, unless these tasks are unavoidably affected by the delay. In the event that EPA and Respondent cannot agree that any delay or failure has been or will be caused by a *force majeure*, or if there is no agreement on the length of the extension, Respondent may invoke the dispute resolution procedures set forth in Section XVII., Dispute Resolution.

XIX. RESERVATION OF RIGHTS

78. EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by Respondent pursuant to this Consent Order, to require that Respondent correct and/or re-perform any work disapproved by EPA, and to request that Respondent perform tasks in addition to those stated in the Scope(s) of Work, workplans, or in this Consent Order, consistent with the objectives of this Consent Order.

79. EPA hereby reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including any which may pertain to Respondent's failure to comply with any of the requirements of this Consent Order. This Consent Order shall not be construed as a covenant not to sue, or as a release, waiver or limitation of any rights, remedies, defenses, powers and/or authorities, civil or criminal, which EPA has under RCRA, CERCLA, the Clean Water Act ("CWA"), the Safe Drinking Water Act ("SDWA"), the Clean Air Act

("CAA"), or any other statutory, regulatory, or common law enforcement authority of the United States.

80. EPA reserves the right to perform any portion of the work required herein or any additional monitoring, sampling, analysis, or reporting it deems necessary to protect public health or welfare or the environment. EPA reserves the right to seek reimbursement from Respondent for costs incurred by the EPA in connection with any such actions, pursuant to any right it may have under applicable law.

81. EPA reserves whatever rights it may have under any environmental law or authority, or in equity, to seek to recover from Respondent any costs incurred by EPA in overseeing the implementation of this Consent Order.

XX. OTHER APPLICABLE LAWS

82. All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable federal, state, and local laws, regulations, permits, and ordinances.

83. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligations to comply with RCRA, or any other applicable federal, state, or local laws, regulations, permits, and ordinances.

84. This Consent Order is not and shall not be interpreted to be a permit, or as a ruling or a determination of any issue related to a permit under federal, state or local law. This Consent Order shall not in any way affect Respondent's obligation, if any, to secure such a permit, nor shall this Consent Order be interpreted in any way to affect or waive any of the conditions or requirements that may be imposed by such permit, nor of Respondent's right to appeal any conditions of such permit. Respondent shall obtain or cause its representatives to obtain all

permits and approvals necessary under such laws and regulations.

XXI. OTHER CLAIMS

85. Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action, demand, or defense in law or equity, against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants found at, taken to, or migrating from the Facility.

86. Neither the United States nor EPA shall be deemed a party to any contract involving Respondent and relating to activities at the Site and shall not be liable for any claim or cause of action arising from or on account of any act, or the omission of Respondent, its officers, employees, contractors, receivers, trustees, agents or assigns, in carrying out the activities required by this Consent Order.

XXII. SUBSEQUENT MODIFICATION OF ORDER

87. Except as provided in Paragraph 89 of this Section, the provisions of this Consent Order may be amended only by mutual agreement of EPA and Respondent. Any such amendment shall be in writing, shall be signed by an authorized representative of each party, shall have as its effective date the date on which it is signed by EPA, and shall be incorporated into this Consent Order. Any oral agreement between EPA and Respondent, the purpose of which is to modify this Consent Order to address exigent circumstances, and which is subsequently ratified in writing by EPA and Respondent, shall have as its effective date the date of such oral agreement.

88. Any reports, plans, specifications, schedules, other submissions, and attachments

required by this Consent Order are, upon written approval by EPA, incorporated into this Consent Order. Any noncompliance with such EPA-approved reports, plans, specifications, schedules, other submissions, and attachments shall be considered a violation of this Consent Order and shall subject Respondent to the stipulated penalty provisions included in Section XVI., Delay in Performance/Stipulated Penalties.

89. Minor modifications in the studies, techniques, procedures, designs or schedules utilized in carrying out this Consent Order and necessary for the completion of the project may be made by written agreement of the Project Coordinators. Such modifications shall have as an effective date the date on which the agreement is signed by the EPA Project Coordinator.

90. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by Respondent shall be construed as relieving Respondent of its obligation to obtain written approval, if and when required by this Consent Order.

XXIII. SEVERABILITY

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

XXIV. TERMINATION AND SATISFACTION

92. The provisions of this Consent Order shall be deemed satisfied upon Respondent's receipt of written notice from EPA that Respondent has demonstrated to the satisfaction of EPA that the terms of the Consent Order have been satisfactorily completed. Such notice shall not be unreasonably withheld. This notice shall not, however, terminate

Respondent's obligations to comply with any continuing obligations hereunder, including, but not limited to, Section XIV., Record Preservation; Section XIX, Reservation of Rights; Section XX., Other Applicable Laws; and Section XXI., Other Claims.

XXV. SURVIVABILITY/PERMIT INTEGRATION

93. Subsequent to the issuance of this Consent Order, a permit or an order may be issued to the Site incorporating the requirements of this Consent Order by reference.

94. Any requirements of this Consent Order shall not terminate upon the issuance of a permit or order unless all relevant Consent Order requirements are expressly replaced by the requirements in the permit or all provisions of this Consent Order have been fully complied with to EPA's satisfaction in accordance with Section XIX, Reservation of Rights, of this Consent Order.

XXVI. ATTORNEYS' FEES AND COSTS

95. Except as otherwise provided herein, Respondent shall bear its own costs and attorneys' fees.

XXVII. EFFECTIVE DATE

96. The effective date of this Consent Order shall be the date on which Respondent receives a true and correct copy of the fully executed Consent Order.

FOR LAZARUS TEXAS REFINERY II, LLC,

DATE: 6-5-2008 BY: _____

Mr. Jonathan Carroll
Lazarus Texas Refinery II, LLC
2929 Allen Parkway
Suite 1400
Houston, TX 77019

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF: Lazarus Texas Refinery II, LLC
DOCKET NO: RCRA-06-2008-0903

DATE: 6·12·08 BY: _____

John Blevins
Director
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

IN THE MATTER OF: Lazarus Texas Refinery II, LLC
DOCKET NO: RCRA-06-2008-0903

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing ADMINISTRATIVE ORDER ON CONSENT was filed with the Regional Hearing Clerk, EPA Region 6, 1445 Ross Avenue, Dallas, Texas 75202, and that a true copy of the same was sent by Certified Mail, Return Receipt Requested:

Mr. Jonathan Carroll
Lazarus Texas Refinery II, LLC
2929 Allen Parkway
Suite 1400
Houston, TX 77019

6-17-2008
Date

Lori Jackson
Lori Jackson
Paralegal

Exhibit A

Scope of Work for
Administrative Order on Consent
RCRA-06-2008-0903

Lazarus Texas Refinery II, LLC
601 Premier Road
Longview, Texas 75604

LAZARUS

Security Plan

This plan concerns the property and all improvements, equipment, buildings, tanks and processing units (the Property) at the non-operational refinery located at 601 Premier Road, Longview, Texas (the Site) currently owned by Lazarus Texas Refinery II, LLC (Lazarus). The purpose of the plan is to limit public access to and prevent trespassing on the Site. This action is necessary to protect the Property from theft or other unauthorized activity as well as to protect intruders from dangers that may be present at a refinery site that has been closed for over 15 years.

As an overarching policy until the Site is operational, access to the Site is limited to security personnel, the management of Lazarus, and its consultants or contractors as may from time to time be authorized for entry. Any other persons must be accompanied by personnel authorized by Lazarus.

I. Property Description

A. The 37 acre Site is bounded to the north by the Union Pacific Railroad property and tracks; to the south by a private construction business; to the west by a steel production facility that operates 24/7 and to the east by Premier Road. See attached Site map.

B. The Site contains storage tanks, petroleum processing units, pipelines, electrical stations, control rooms, a warehouse, a maintenance shop, a laboratory, and residual improvements or equipment from the operating refinery. The contents of the tanks have not been tested and therefore should be considered to contain petroleum product remnants.

C. There are three electrical stations on the Property. One is located in the center of the plant between transfer stations and storage tanks; the second is on the south side of the property; and the third is on the west side between two storage tanks. All three electrical stations have been vandalized and none are operational.

II. Site Security

The Site will be secured with engineering controls and maintained by peace officers licensed in the State of Texas (Officers).

A. Engineering Controls

1. The Site is secured by an eight (8) foot chain link fence topped with barbed wire.

2. Access to the Site is limited to two (2) gates on the east side of the property and one (1) gate on the north side at the railroad spur entrance. All three (3) gates are secured by chain and padlock.

3. The primary entrance located on the east side of the property is further secured by a heavy duty 3 inch ridged pipe gate to prevent vehicles from entering the property.

4. The Site is posted with signage that prohibits:

a. trespassing; and

b. smoking.

5. The Site is posted with the name and contact information for emergencies or inquires.

6. Due to the extensive vandalism, the electrical transformers cannot be further secured.

7. The Site grounds are maintained sufficiently to provide vehicle access for the Officers to enter and maneuver on the property in police vehicles.

B. Security Personnel

1. All security personnel are licensed peace officers in and for the State of Texas (Officers).

2. Officers are trained in surveillance, apprehension, hazardous chemical incident reporting, firearms proficiency, and critical incident management. Hazardous material information is available to Officers.

3. A certified canine is on staff and on the security patrol rotation.

III. Site Maintenance and Procedures

A. Officers will patrol the premise daily and randomly during all hours. Officers will report all suspicious behavior to Lazarus Management and take appropriate action as described below. Officers will prepare a daily log.

B. Officers are to check, during daily patrols, the facility fence lines, buildings, and storage tank areas for any criminal/mischievous activity. Officers are to inspect and secure all doors. Officers are to inspect any building with an open door to ensure there has been no criminal activity or persons inside. If a door is found open and no sign of criminal activity is observed the incident shall still be reported in the daily logs. Any signs of criminal activity shall be logged on the daily report log and notification made in accordance with guidelines under section III (F) or (G).

C. All tanks have a collection pit in the event of a tank rupture or mechanical failure. Officers are instructed to visually inspect the tank areas daily to ensure safety barriers are intact and to determine whether a breach has occurred. If a breach has occurred, Officers are to immediately notify the security foreman of the incident and document the incident on the daily log.

D. The facility has two storm water runoff holding ponds. The ponds are located on the southeast corner and the northwest corner of the facility. Officers are to check both ponds on their daily patrol for any signs of breach. Officers are to ensure that the ponds have not been altered or the contents contaminated. Officers discovering a security risk from contamination are to follow guidelines in section III (F) or (G).

E. Officers are instructed to report any suspicious activity, persons, or items immediately to the security foreman. The security foreman ensures the activity is documented and reported to the appropriate agency and Lazarus Management.

F. Anyone found trespassing on the property is to be processed and charged with any and all criminal and/or civil offenses that have been violated.

G. Incidents/items located on the property that are determined to be a threat to security, personnel, the Property, the Site or public safety requires the immediate notification of the appropriate response:

TYPE	AGENCY/CONTACT	PHONE
Police	Longview Sheriff	903-237-1199
Fire	Longview Fire Department	903-237-1199
Hazardous materials response team	Longview Fire Department	903-237-1199
Texas Commission On Environmental Quality (TCEQ)	Spill reporting	800-832-8224
Texas Commission On Environmental Quality (TCEQ)	Non-spill reporting	888-777-3186
Federal Environmental Protection Agency	EPA	214-665-7244
Railroad	Union Pacific	903-238-2872
Lazarus Management	Office	713-850-0500

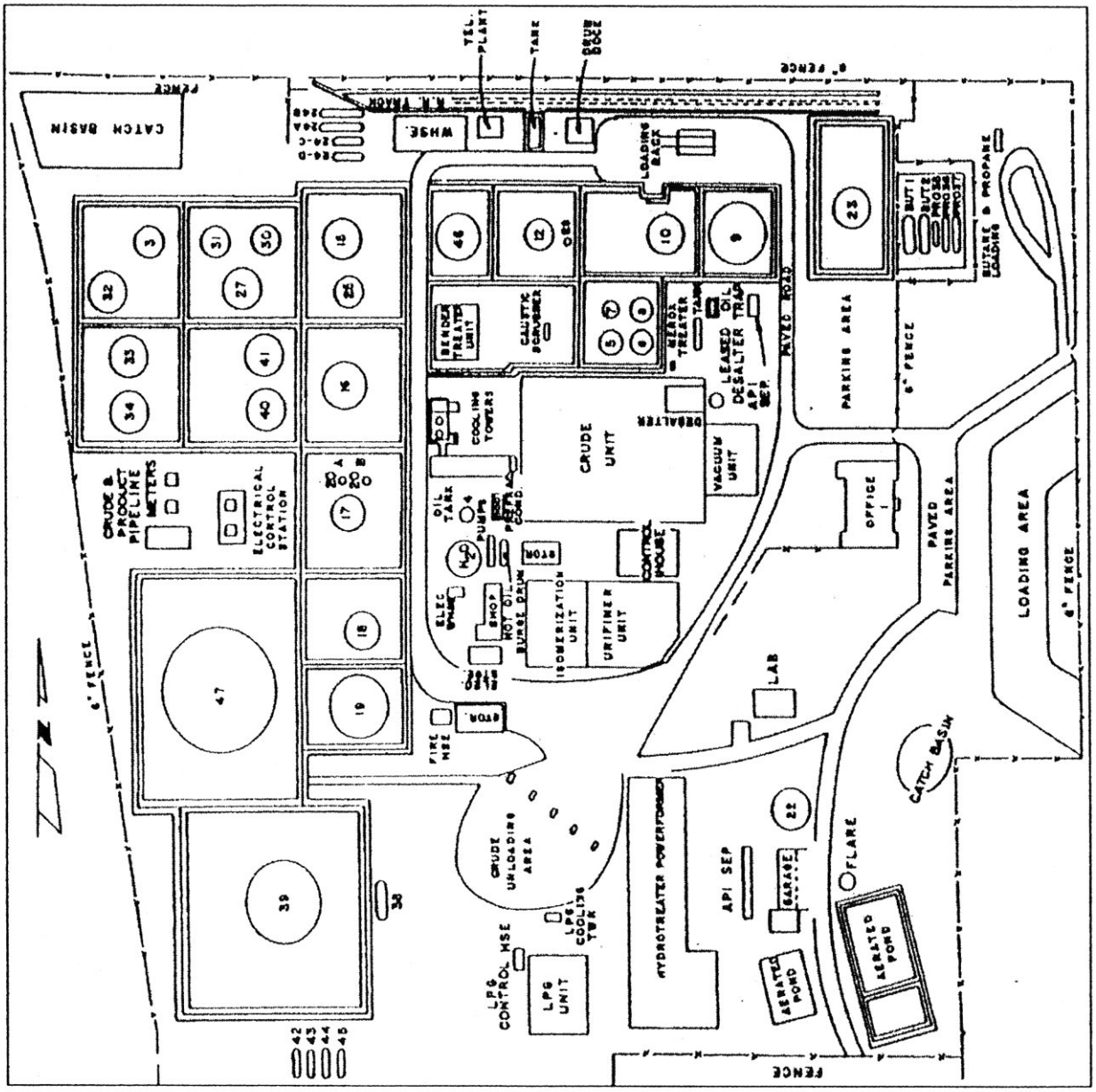
Lazarus Management	Jonathan Carroll	713-850-0513
Lazarus Management	Tommy Byrd	713-850-0501
Security Officer	Mike Bailey	903-918-7421

H. If a chemical agent or possible weapon of mass destruction is located inside or on the outer perimeter of the Site the Officer shall follow guidelines under section III, and further protect authorized Site personnel yet also provide detailed information to the appropriate agency if possible:

1. Wind direction;
2. Type of item found (barrel, box, electrical relay, etc.);
3. Location of the item and what is surrounding the item;
4. Time that the location was observed on patrol;
5. Water lines or electrical lines overhead or nearby;
6. Keep all persons isolated from the item until relieved by proper authority;
7. Suspicious activity prior to the incident; and
8. Location that unauthorized individual(s) might have entered the facility.

Lazarus Texas Refinery II, LLC
601 Premier Road
Longview, Texas 75604

LAZARUS



GROUNDWATER ASSESSMENT WORK PLAN

FACILITY NAME:	Lazarus Texas Refinery II, LLC (Former Longview Refinery)
FACILITY ADDRESS:	601 Premier Road
FACILITY CITY/STATE:	Longview, Texas
COUNTY:	Gregg
CAPM/P.G.:	Bret A. Neff, P.G.
RCAS:	Enercon Services, Inc. – RCAS 00453

SCOPE OF WORK

TASK 1 –NOTIFICATIONS, HASP

- Enercon will notify the Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA) regional office of the upcoming fieldwork at least seven (7) days prior to initiating the on-site activities.

- Enercon will complete a Site Specific Health and Safety Plan (HASP) in accordance with the Occupational Safety and Health Administration (OSHA) 40 CFR.

TASK 2 – GROUNDWATER MONITORING EVENT

The existing groundwater monitor well network (including monitor wells MW-1 through MW-7) as well as state wells 3526801 and 3534202 will be gauged and sampled. The groundwater monitoring event results will be used to evaluate groundwater conditions at the site and potential remediation needs. The groundwater sampling event will include:

- Locating and assessing the condition of each monitor well as well as the two state wells to be sampled;

- Gauging the total depth, depth to groundwater, and phase-separated hydrocarbons (PSH), if present, in each of the groundwater monitor wells.

- Purging and sampling of each groundwater monitor well using the EPA's Low Stress (low flow) Purging and Sampling protocol. Each groundwater monitor well will be sampled for the following parameters:
    - TPH using Texas Method 1005;
    - VOCs using Method 8260;
    - SVOCs using Method 8270; and
    - CERCLA HSL Metals (except Hg) using Method 6010 (unfiltered)

Sample collection and analytical protocol will follow TCEQ TRRP-13 guidance. The laboratory will be requested to provide the laboratory report in accordance with TRRP-13 and the laboratory detection limits will be at or below the TRRP Tier 1 residential groundwater PCLs. A data usability study will be performed on the laboratory data package to confirm the laboratories conformance with TRRP-13 standards. Groundwater samples will be retained in cold storage and shipped to the laboratory using standard chain of custody protocols.

Quality Assurance and Quality Control Samples

Quality assurance and quality control (QA/QC) samples will be collected as follows: one duplicate sample, one equipment rinsate sample, one matrix spike, and one matrix spike duplicate. A trip blank will be included in each cooler containing the VOC sample sets.

Decontamination and Investigation Derived Waste Management

All sample equipment will be decontaminated between wells using a Liquinox and distilled water solution, followed by a double rinse with distilled water.

All purged water and decontamination fluids will be placed in DOT-approved 55-gallon drums and stored on-site pending proper disposal. Estimated costs for disposal of investigation derived wastes are not included in this proposal.

TASK 3 – TOP OF MONITOR WELL CASING ELEVATION SURVEY

The latitude, longitude, and elevation of the monitor well casings will be surveyed by a State of Texas licensed professional surveyor. The elevation will be established to the nearest 0.01-foot.

TASK 4 –DATA EVALUATION AND REPORTING

A summary of groundwater sampling activities, sample results, conclusions and recommendations will be presented in a 2008 Assessment of Groundwater Conditions Summary Report. The report will include a cumulative summary table of analytical data and be compared to the appropriate TRRP groundwater PCLs. Tops of well casing elevations, groundwater elevations, depth to PSH (if present), and total depth of each well will be summarized in a cumulative table. The groundwater gradient and flow direction will be determined using depth to groundwater elevation data and presented on a Groundwater Potentiometric Surface Map. Monitor well construction details will be included assuming the information can be located and/or procured from the appropriate state of Texas databases. Field notes from the groundwater sampling event along with laboratory analytical reports will be included as appendices to the report.

SCHEDULE

Enercon will initiate the proposed workplan upon approval and/or within thirty (30) calendar days of the approved Consent Order. Laboratory analysis will take two weeks based on standard turnaround time. The data usability study will initiated upon receipt of the final analytical laboratory report and will be completed within one week. Results of the groundwater sampling event will be presented to the EPA on or before August 31, 2008.

PROJECT STAFFING AND ORGANIZATION

Mr. Bret A. Neff, P.G. will serve as Project Manager. It will be his responsibility to assure that the client's needs are met in terms of scope of services and schedule. Mr. Neff, as the project manager, has the authority to commit whatever resources are necessary to support the project team. Field work will be performed by one or more of Enercon's environmental scientists. Mr. Brett Massoni, P.G. will serve as Senior Technical Reviewer.