UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

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OCT 20 2003

To Addressees

Re Malvern TCE Superfund Site
**Opportunity to Participate in Third Round *De Minimis* Settlement**

Dear Sir or Madam

Enclosed kindly find a revised Administrative Order on Consent for *De Minimis* Settlement, Docket No CERC-03-2003-0041 ("AOC") prepared by the United States Environmental Protection Agency ("EPA") in connection with the Malvern TCE Superfund Site in Chester County, Pennsylvania ("Site") This AOC reflects the following changes made by EPA to the AOC distributed to you by EPA letter dated August 18, 2003

1 Paragraph 23 of the AOC has been revised to reflect EPA's decision to allow for payment of *de minimis* settlement amounts in two equal installments The first installment will be payable within thirty days of the effective date of the agreement, the second payable one year later EPA also has revised the signature page to the AOC to allow each settling party to indicate which payment option, lump sum or installment payment, it has selected

2 Paragraph 37 of the AOC has been revised to clarify that settling parties will not be required to provide EPA with notice of any claims that have been asserted against the settling parties prior to the Effective Date of the AOC in the ongoing contribution action, ABB Inc f/k/a Fischer & Porter Company v Simon Wrecking Company, et al , Civil Action No 02-8964

3 Appendix D to the AOC has been revised to correct one party's volume ranking summary information This party has been notified by EPA of the revision This revision does not result in any change of any other settling party's allocation or payment amount

If you wish to participate in the *de minimis* settlement memorialized in the AOC, please sign and return the signature page included in the AOC to the following

Joan A Johnson, Sr Assistant Regional Counsel (3RC41)
U S Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

SDMS DocID 2046211

Signature pages must be submitted to Ms Johnson **no later than October 31, 2003.**

The enclosed AOC is subject to final review and approval by the United States Subsequent to this review and approval, there will be a 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 its consent to the AOC if comments received disclose facts or considerations that indicate that the AOC is inappropriate, improper, or inadequate If the comments received do not require modification of, or EPA withdrawal from, the AOC, the effective date of the AOC shall be the date upon which EPA issues written notice to the AOC settling parties

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If you have any questions relating to the foregoing, you may call Patrick Egan, Civil Investigator, at (215) 814-3167 Legal questions should be directed to Joan A Johnson at (215) 814-2619

Sincerely,

Joan Armstrong

Joan Armstrong, Chief
PRP Investigation and Site Information Section

Enclosures

cc Patrick Egan (3HS11)
Joan A Johnson (3RC41)
Charlie Root (3HS21)
Mark Stevens, Esq (Chemclene Site Defense Group)

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# Enclosure C
# Administrative Order of Consent III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

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|---|---|---|
| **IN THE MATTER OF:** | ) | |
| | ) | |
| **Malvern TCE Superfund Site** | ) | **U.S. EPA Docket No.** |
| **258 N. Phoenixville Pike** | ) | **CERC-03-2003-0041** |
| **Malvern, Pennsylvania** | ) | |
| | ) | |
| **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**
**FOR *DE MINIMIS* SETTLEMENT**

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| **IN THE MATTER OF:** | ) | |
| | ) | |
| **Malvern TCE Superfund Site** | ) | **U.S. EPA Docket No.** |
| **258 N. Phoenixville Pike** | ) | **CERC-03-2003-0041** |
| **Malvern, Pennsylvania** | ) | |
| | ) | |
| **Proceeding under Section 122(g)(4)** | ) | |
| **of the Comprehensive Environmental** | ) | **ADMINISTRATIVE ORDER** |
| **Response, Compensation, and** | ) | **ON CONSENT FOR *DE MINIMIS*** |
| **Liability Act of 1980, as amended,** | ) | **SETTLEMENT** |
| **42 U.S.C. § 9622(g)(4)** | ) | |
| | ) | |

## I. JURISDICTION

A This Administrative Order on Consent ("Consent Order" or "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 of CERCLA, 42 U S C § 9606 or 9607 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 (September 13, 1987)

B This Consent Order represents a third Administrative Order On Consent for *De Minimis* Settlement entered into by and between EPA and *de minimis* potentially responsible parties ("PRPs") for the Malvern TCE Superfund Site

C This Consent Order is entered into voluntarily by and between EPA and each of the *de minimis* potentially responsible parties listed in Appendix "A" who have executed the attached signature pages ("AOC III Respondents") Each AOC III Respondent agrees to undertake all actions required by the terms and conditions of this Order Each AOC III Respondent consents to and will not contest EPA's jurisdiction to issue this Order or to implement or enforce its terms

D The AOC III Respondents agree and submit that the United States District Court for the Eastern District of Pennsylvania has jurisdiction over this Consent Order for the purposes of any subsequent proceedings for implementation or enforcement of this Order because a release or threatened release of hazardous substances has occurred at the Malvern TCE Superfund Site ("Site") in Malvern, Chester County, Pennsylvania, as hereinafter defined, which is located in such judicial district

E This Consent Order was agreed to and executed by EPA and the AOC III Respondents in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order

F EPA and the AOC III Respondents agree that this Consent Order is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in the Order The participation of the AOC III Respondents in this Order shall not be considered an admission of liability and shall not be admissible in evidence against the AOC III Respondents in any judicial or administrative proceeding other than proceedings to implement or enforce this Order or a judgement relating to it

## II. STATEMENT OF PURPOSE

1 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 the AOC III Respondents to make a cash payment, including a premium, 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 response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site, subject to a reopener specified in Paragraph 31 below,

b to simplify the remaining enforcement activities concerning the Site by reducing to the extent possible the number of parties involved in the Site,

c to reimburse the Hazardous Substances Superfund for a portion of the response costs incurred or to be incurred in connection with the Site without waiving the United States' assertion of joint and several liability against parties other than the AOC III Respondents

## III. PARTIES BOUND

2 This Consent Order shall apply to and be binding upon EPA, and upon the AOC III Respondents, and their successors and assigns Each signatory to this Consent Order represents that he or she is fully 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 any AOC III Respondent, including, but not limited to, any transfer of assets or real or

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personal property, shall in no way alter such AOC III Respondent's responsibilities under this Consent Order

## IV. DEFINITIONS

3 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 Consent Order, the following definitions shall apply

a "AOC I" or "*De Minimis* AOC I" shall mean the Administrative Order on Consent, Docket No III-98-074-DC, by and between EPA and certain *De Minimis* PRPs ("AOC I Respondents") that became effective on or about September 28, 1999, in connection with the Site

b "AOC I VRS" shall mean volumetric ranking summaries, dated November 30, 1998, prepared by EPA in connection with the AOC I The AOC I VRS set forth each *De Minimis* PRP's volumetric shares and settlement amounts to be paid in order to participate in the AOC I AOC I VRS is attached as Appendix "C-1 "

c "AOC II" or "*De Minimis* AOC II" shall mean the Administrative Order on Consent, Docket No III-CERCLA- 03-2001-0381, by and between EPA and certain *De Minimis* PRPs ("AOC II Respondents") that became effective on or about June 11, 2002, in connection with the Site

d "AOC II VRS" shall mean volumetric ranking summaries prepared by EPA in connection with the AOC II The AOC II VRS set forth each AOC II Respondent's volumetric shares and settlement amounts to be paid in order to participate in the *De Minimis* AOC II AOC II VRS is attached as Appendix "C-2 "

e. "AOC III VRS" shall mean volumetric ranking summaries prepared by EPA in connection with the AOC III The AOC III VRS set forth each AOC III Respondent's volumetric shares and settlement amounts to be paid in order to participate in the AOC III

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

g "Consent Order," "Order," or "AOC III," shall mean this Administrative Order on Consent and all appendices attached hereto In the event of conflict between this Order and any appendix, the Order shall control

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

i "*De Minimis* PRPs" shall mean all potentially responsible parties identified by EPA for the Site eligible to participate in a *de minimis* settlement, as listed in the AOC I VRS, attached as Appendix "C-1," AOC II VRS, attached as Appendix "C-2," and/or AOC III VRS, attached as Appendix "D "

j "DOJ Past Response Costs" shall mean all Response Costs, including but not limited to, direct and indirect costs that DOJ has paid at or in connection with the Site through May 3, 2003, plus Interest on all such costs which has accrued pursuant to 42 U S C § 9607(a) through such date

k "DOJ Future Response Costs" shall mean all Response Costs, including but not limited to, direct and indirect costs that may be incurred by DOJ in connection with the Site after May 3, 2003, plus Interest on all such costs

l "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities

m "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U S C § 9507

n "EPA Past Response Costs" shall mean all Response Costs, including but not limited to, direct and indirect costs that EPA has paid at or in connection with the Site through June 25, 2002, as documented in the EPA Cost Report dated October 16, 2002, plus Interest on all such costs which has accrued pursuant to 42 U S C § 9607(a) through such date

o "EPA Future Response Costs" shall mean all Response Costs, including but not limited to, direct and indirect costs and recoverable costs of oversight of removal or remedial actions, that may be incurred by EPA in

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connection with the Site after June 25, 2002, plus Interest on all such costs

p "Hazardous Substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U S C § 9601(14)

q "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)

r "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, as set forth at 55 Fed Reg 8,666 (March 8, 1990), and codified at 40 C F R Part 300, including any amendments thereto

s "Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U S C § 9601(16)

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

u "Parties" shall mean EPA and the AOC III Respondents

v "Remedial Costs" shall mean all response costs incurred in implementing the remedial action called for in the Record of Decision ("ROD") dated November 26, 1997, and/or any Explanation for Significant Differences ("ESD") and/or any amendment to that ROD, and/or any new ROD issued in place of that ROD

w "RD/RA Consent Decree" shall mean the Remedial Design/Remedial Action Consent Decree that was entered on December 13, 1999, in connection with the Site in United States v Action Manufacturing Company, Inc , et al, Civil Action No 99-4402

x "RD/RA Consent Decree PRPs" shall mean those Site PRPs that were signatories to the RD/RA Consent Decree

y "Respondents III" or "AOC III Respondents" shall mean those persons, corporations, or other entities listed in Appendix "A," and successors and assigns of such persons, corporations, or other entities, that are signatories to this Consent Order

z "Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U S C § 9601(25) incurred with respect to the Malvern TCE Superfund Site

aa "Section" shall mean a portion of this Consent Order identified by a roman numeral

bb "Site"" shall mean the Malvern TCE Superfund Site, including areas defined in 40 C F R § 300 400(e), located at and around 258 N Phoenixville Pike in Malvern, Chester County, Pennsylvania and depicted more clearly on the map attached as Appendix "B "

cc "United States" shall mean the United States of America, including its departments, agencies and instrumentalities

## V. EPA'S STATEMENT OF FACTS

4 The Site is located at and around 258 N Phoenixville Pike, Malvern, East Whiteland Township, Chester County, Pennsylvania A Transcontinental Gas Pipeline Co natural gas pipeline right-of-way extends along the southern boundary of the Site, with residential areas and areas with natural forestation and vegetation bordering the property to the west, north and east The approximate area of the Site is identified on the map attached as Appendix "B "

5 The Site includes, but is not limited to, a parcel of approximately 5-acres at which Chemclene Corporation ("Chemclene"), from 1952 until 1992, among other things, sold and reclaimed industrial cleaning solvents including trichloroethene ("TCE"), 1,1,1,-trichloroethane, perchloroethylene, and methylene chloride These solvents were used by local industries for degreasing metal parts and other cleaning purposes Chemclene used a distillation process to remove impurities from the chlorinated solvents The distilled solvents were then returned to customers for reuse The end products of processing waste solvents are the reclaimed solvents and chlorinated still bottoms The chlorinated waste solvents are listed hazardous wastes pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U S C § 6901 et seq , and, therefore, the resulting still bottoms are listed hazardous waste Wastes shipped to Chemclene were stored, processed, disposed, and bulk accumulated at the Site for eventual transfer to other locations, and a small amount was directly transshipped to other locations

6 Chemclene utilized two areas of the Site, the Main Plant Area ("MPA") and the Former Disposal Area ("FDA"), as part of its business operations Chemclene utilized the MPA to receive, accumulate, store, and process wastes, including

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hazardous substances Wastes, including hazardous substances, also were released and disposed of at the MPA as a result of Chemclene's operations Chemclene disposed of wastes, including hazardous substances, at the FDA

7 In the spring of 1980, TCE was detected in groundwater from several wells in the vicinity of the Chemclene facility Private domestic wells and on-Site monitoring wells were sampled by Pennsylvania's Department of Environmental Resources and Chemclene in June 1980 and July 1981 Analytical results of this sampling revealed contamination of the underlying aquifer with chlorinated ethenes and related compounds

8 Pursuant to Section 105 of CERCLA, 42 U S C § 9605, EPA proposed the Site for listing on the National Priorities List ("NPL"), set forth at 40 C F R Part 300, Appendix "B," by publication in the Federal Register Final listing on the NPL as the Malvern TCE Superfund Site was in September 1983

9 Hazardous substances have been or are threatened to be released at or from the Site, including, but not limited to, at or from the MPA and FDA at the Site

10 Between 1981 and 1986, Chemclene commenced certain activities, including installation of filters on contaminated home wells located within a residential development south of the Chemclene property, FDA debris and drum removal and limited soil excavation, and removal of underground storage tanks and soil sampling at the MPA, to address EPA concerns of contamination at the Site In 1987, Chemclene entered into a Corrective Action Order pursuant to RCRA (Docket No RCRA-III-010-CA) with EPA Chemclene did not complete a RCRA Facilities Investigation of the Site or implement corrective measures at the Site, as required by the RCRA Order

11 As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U S C § 9604, and will undertake response actions in the future Among other things, EPA

a. assumed control of maintenance activities of filter units that had been installed on contaminated residential wells located south of the Site and of periodic sampling of residential wells,

b upgraded residential well filter systems in response to analytical results from well samples that showed contamination was passing through the existing filters into the homes,

c conducted and completed in January 1997 a Remedial Investigation of the Site,

d completed a Feasibility Study of the Site in June 1997, and

e issued a Record of Decision in November 1997 pursuant to which EPA selected a remedy to be implemented at the Site

12 In performing these response actions, the EPA and DOJ have incurred and will continue to incur response costs As of June 25, 2002, EPA had incurred $5,302,459 63 in EPA Past Response Costs As of May 3, 2003, DOJ had incurred $359,739 17 in DOJ Past Response Costs EPA and DOJ may incur, respectively, EPA Future Response Costs and DOJ Future Response Costs at the Site

13 Commencing in 1996, EPA issued notice letters to approximately 250 Site PRPs, informing those PRPs of their potential liability pursuant to Section 107 of CERCLA, 42 U S C Section 9607, in connection with the Site Thereafter, EPA entered into the RD/RA Consent Decree with approximately 35 Site PRPs, pursuant to which the RD/RA Consent Decree PRPs agreed, among other things, to perform and fund the remedial action at the Site

14 EPA also entered into two other Administrative Orders On Consent for *De Minimis* Settlement, AOC I and AOC II, with *De Minimis* PRPs in connection with the Site

15 In December 2002, a number of RD/RA Consent Decree PRPs filed in the United States District Court for the Eastern District of Pennsylvania, Civil Action No 02-8964, a contribution action against a number of Site PRPs, including *De Minimis* PRPs that have not entered into any *de minimis* settlements with EPA EPA has received a number of requests from *de minimis* defendants, including many AOC III Respondents, seeking to settle their alleged CERCLA liability at the Site

16 EPA has reviewed records describing the transactions of PRPs, including the *De Minimis* PRPs, in relation to the Site These records include information describing the amount and nature of waste contributed to the Site Based upon that review, EPA has determined that each *De Minimis* PRP, including each AOC III Respondent listed in Appendix "A," arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such AOC III Respondent, at the Site, or accepted a hazardous substance for transport to the Site

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17 Information currently known to EPA indicates that each AOC III Respondent listed in Appendix "A," contributed between 1 6 drums and 0 75% of the total waste sent to the Site, and that the toxic or other hazardous effects of the hazardous substances contributed by each AOC III Respondent to the Site are not significantly more toxic than the other hazardous substances at the Site The AOC III VRS lists, among other things, the estimated volume of waste contributed to the Site by each AOC III Respondent, and the percentage of waste contributed to the Site by each AOC III Respondent in relation to the total estimated volume of waste sent to the Site during the 1968 to 1992 time period The volumes and percentage shares presented in the AOC III VRS represent EPA's best estimates and are based on all information currently in EPA's possession

18 EPA has estimated that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private parties is $21,697,339 80 This amount includes $5,302,459 63 in EPA Past Response costs, $ 359,739 17 in DOJ Past Response costs, $811,961 00 in response costs incurred by the RD/RA Consent Decree PRPs in completing installation of a public water supply, as required by the RD/RA Consent Decree, and Remedial Costs in the amount of $15,223,180 00 (estimated future Site remedial costs in the amount of $15,023,180 00, and EPA future remedial oversight costs estimated to be $200,000 00) EPA has received certain information that indicates these estimated remedial costs could be revised

19 The total payment required to be made by each AOC III Respondent pursuant to this Consent Order is set forth in the AOC III VRS, attached as Appendix "D " The total payment to be made by each AOC III Respondent represents a minor portion of this total response costs incurred and to be incurred at or in connection with the Site, as referenced in Paragraph 18 of this Consent Order

20 EPA has identified PRPs other than AOC III Respondents, who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, at the Site, of a hazardous substance owned or possessed by such persons

## VI. DETERMINATIONS

21 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 AOC III Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U S C § 9601(21)

c each AOC III Respondent is liable within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U S C §§ 9607(a) and 9622(g)(1)

d the materials shipped to the Site by the AOC III Respondents include "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U S C § 9601(14)

e the past, present or future migration of hazardous substances from the Site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U S C § 9601(22)

f the Past Response Costs incurred and Future Response Costs to be incurred in connection with the Site are removal and remedial response costs within the meaning of Section 107(a) of CERCLA, 42 U S C § 9607(a)

g prompt settlement with each AOC III Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U S C § 9622(g)(1)

h as to each AOC III Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U S C § 9622(g)(1)

i each AOC III Respondent is eligible for a *de minimis* settlement pursuant to Section 122(g)(1)(A) of CERCLA, 42 U S C § 9622(g)(1)(A), since both the amount and the toxicity or other hazardous effects of the hazardous substances contributed to the Site by each AOC III Respondent is minimal in comparison to other hazardous substances at the Site

## VII. ORDER

22 Based on the foregoing Statement of Facts and Determinations by EPA, in order to reach an expedited *de minimis* settlement in connection with the Site, in consideration of, and in exchange for, the promises, mutual undertakings, and covenants set forth herein, and intending to be legally bound hereby, EPA and the AOC III Respondents agree, and EPA hereby Orders, that the AOC III Respondents shall pay their cost share as set forth below

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a Within thirty (30) days of the effective date of this Order, each AOC III Respondent shall pay its volumetric share of the cost basis of $21,697,339 80 This amount includes $5,302,459 63 in EPA Past Response costs, $ 359,739 17 in DOJ Past Response costs, $811,961 00 in response costs incurred by the RD/RA Consent Decree PRPs in completing installation of a public water supply, as required by the RD/RA Consent Decree, and Remedial Costs in the amount of $15,223,180 00 (estimated future Site remedial costs in the amount of $15,023,180 00, and EPA future remedial oversight costs estimated to be $200,000 00) The amount to be paid by each settling AOC III Respondent is set forth under the Total Payment Column included in the AOC III VRS, attached as Appendix "D "

b The *de minimis* settlement payment required of each AOC III Respondent, as referred to in Paragraph 25 a of this Order, also includes a settlement premium This premium is designed to cover risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any private party incurring Remedial Costs, will exceed the estimated total response costs, upon which Respondent's payments are based However, the premium is not designed to cover the risk that Site Remedial Costs will exceed $31 2 million, and consequently, the Covenant Not to Sue is subject to the Reservation of Rights in 31

## VIII. PAYMENT

23 Payments by AOC III Respondents shall be made as follows

a Within thirty (30) days of the effective date of this Consent Order, each AOC III Respondent shall pay the amount listed for the AOC III Respondent in the AOC III VRS, attached as Appendix "D " to this Consent Order and as specified in Section VII (Order), above

b Any AOC III Respondent may make payment in two equal installments, the first due and payable within thirty (30) days of the effective date of this Consent Order, and the second due and payable within one year of the effective date of this Consent Order

c Payment may be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund " Each check shall reference the name and address of the party making payment, the Site name, the EPA

Region and Site Spill ID Number 03-91, and the EPA Docket Number for this action, and shall be sent to

EPA Superfund
U S EPA/Region III
Attention Superfund Accounting
P O Box 360515
Pittsburgh, PA 15251-6515

Overnight night deliveries shall be sent to

Mellon Client Service Center
Room 670
500 Ross Street
Pittsburgh, PA 15262-0001
Attention EPA, Region III, P O Box 360515

Payment also may be made by electronic wire transfer Each transfer shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 03-91, and the EPA Docket Number for this action, and shall be sent to

Mellon Bank
Pittsburgh, PA
ABA No 043000261
credit EPA account number 9108552, lockbox 360515

Customer Service Phone Numbers are as follows
412/234-4381 (lockbox)
412/234-6200 (wire transfer)

d At the time of payment, each AOC III Respondent shall send notice that such payment has been made to

Charlie Root (3HS21)
Remedial Project Manager
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

24 EPA shall deposit any *de minimis* settlement proceeds received into a Malvern TCE Superfund Site special account within the EPA Hazardous Substance Superfund The proceeds can be retained and used by EPA, or by a party

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designated by EPA, to conduct or finance response actions at or in connection with the Site and/or, at EPA's discretion, can be transferred to the EPA Hazardous Substance Superfund as reimbursement for response costs incurred at or in connection with the Site by the EPA Hazardous Substance Superfund Any amounts remaining in a Malvern TCE Superfund Site special account shall be transferred by EPA to the EPA Hazardous Substance Superfund

25 Any amounts due and owing by an AOC III Respondent pursuant to the terms of this Consent Order but not paid in accordance with the terms of this Consent Order shall accrue Interest, as defined in Paragraph 3 n of this Consent Order, which shall be assessed to such AOC III Respondent

## IX. FAILURE TO MAKE PAYMENT

26 If any AOC III Respondent fails to make a payment under the terms of this Consent Order within thirty (30) days of the payment becoming due, this Consent Order shall be terminated and the Covenant Not to Sue set forth in Section XI, Paragraph 30, shall become null and void as to that AOC III Respondent

27 Nothing in this Consent Order 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 a Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(*l*) of CERCLA, 42 U S C § 9622(*l*)

## X. CERTIFICATION OF RESPONDENTS

28 By signing this Consent Order, each AOC III Respondent certifies, individually, that, to the best of its knowledge and belief, it has

a conducted a thorough, comprehensive, good faith search for documents, and that to the best of its knowledge and belief, such AOC III Respondent has no information which would result in a material change of the information set forth in the AOC I VRS, AOC II VRS, and/or the AOC III VRS For purposes of this provision, a material change of the information set forth in the AOC I VRS, AOC II VRS, and/or AOC III VRS would occur if any PRP's Main Plant Area Percentage or Former Disposal Area Percentage listed in the AOC I VRS, AOC II VRS, and/or AOC III VRS changes by more than ten percent (10%) A material change of the information set forth in the AOC I VRS, the AOC II VRS, and/or AOC III VRS also would include any information that results in an increase in the MPA% for any PRP identified in the AOC I VRS, the AOC II VRS, and/or the AOC III VRS to greater than 0 75%,

b 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, and

c 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) and Section 3007 of RCRA, 42 U S C § 6927

29 If this certification is subsequently determined to be false, such AOC III Respondent shall forfeit all payments made pursuant to Section VIII of this Consent Order Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from such AOC III Respondent's false certification Providing false, fictitious, or fraudulent statements or representations to the United States is punishable as a crime under 18 U S C § 1001

## XI. COVENANT NOT TO SUE BY UNITED STATES

30 In consideration of the payments that will be made by the AOC III Respondents under the terms of this Consent Order, and except as specifically provided in Section XII (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the AOC III Respondents for civil liability for reimbursement of Response Costs or for injunctive relief pursuant to Sections 106 or 107 of CERCLA, 42 U S C §§ 9606 or 9607, or for injunctive relief pursuant to Section 7003 of the RCRA, 42 U S C § 6973, with regard to the Site With respect to present and future liability, this covenant not to sue shall take effect for each AOC III Respondent upon receipt of that AOC III Respondent's payment as required by Section VIII With respect to each AOC III Respondent, individually, these covenants are conditioned upon complete performance by such AOC III Respondent of all obligations under this Consent Order, and the veracity and completeness of the information provided to EPA by such AOC III Respondent relating to each AOC III Respondent's involvement with the Site These covenants shall be null and void with respect to any individual AOC III Respondent that fails to perform all obligations under this Consent Order in a timely and complete manner, or has provided materially false, incomplete, or incorrect information in such AOC III Respondent's Certification under Section X of this Consent Order These covenants extend only to AOC III Respondents and do not extend to any other person

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## XII. RESERVATIONS OF RIGHTS BY UNITED STATES

31 The United States expressly reserves, and nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for, any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the AOC III Respondents for

a any liability as a result of failure to make the payment required by Section VIII (Payment by AOC III Respondents), or otherwise comply with the terms of this Consent Order,

b liability arising from the past, present, or future disposal, release or threat of release of hazardous substances at any facility, as defined in Section 101(9) of CERCLA, 42 U S C § 9601(9), other than the Site;

c any matters not expressly included in Section XI above (Covenant Not to Sue by the United States),

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 liability for response costs relating to the Site that have been or may be incurred by Natural Resource trustees, including, but not limited to, the Department of Interior, of the United States,

f criminal liability,

g liability of any AOC III Respondent for violations of federal or state law, or

h any liability for Remedial Costs in excess of $31 2 million

32 Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States to seek or obtain further relief from any AOC III Respondent, and the covenant not to sue set forth above and the contribution protection provided below will become null and void as to any individual AOC III Respondent, if

a such AOC III Respondent contributed more than 0 75% of the total volume of the hazardous substances at the Site or contributed to the Site hazardous substances which contributed disproportionately to the

cumulative toxic or other hazardous effects of the hazardous substances at the Site,

b such AOC III Respondent fails to make a payment under the terms of this Consent Order, and/or,

c such AOC III Respondent's certification in Section X of this Order is false or materially inaccurate

## XIII. COVENANT NOT TO SUE BY RESPONDENTS

33 AOC III Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its 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 based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U S C §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law,

b any claims arising out of response activities at the Site, and

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

34 Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U S C § 9611, or 40 C F R § 300 700(d)

## XIV. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

35 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 preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law The United States and the AOC III Respondents each 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

36 EPA and the AOC III Respondents agree that the actions undertaken by AOC III Respondents in accordance with this Consent Order do not constitute an

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admission of any liability by any AOC III Respondent The AOC III Respondents do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings brought by the United States to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in this Consent Order

37 The AOC III Respondents agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Order they will provide notification to EPA in writing no later than sixty (60) days prior to the initiation of such suit or claim The AOC III Respondents also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Order they will provide notification to EPA in writing within ten (10) days of service of the complaint on them In addition, AOC III Respondents shall notify EPA within ten (10) days of receipt of any order from a court setting any such case for trial EPA and Respondents agree that this Consent Order shall not be construed to require notification by Respondents of any suit or claim asserted against Respondents prior to the Effective Date of this Consent Order in ABB Inc f/k/a Fischer & Porter Company v Simon Wrecking Company, et al , Civil Action No 02-8964

38 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, AOC III 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 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 XI (Covenants Not to Sue by the United States)

39 Subject to the Reservation of Rights in Section XII of this Order, each AOC III Respondent, by entering into and complying with the terms of this Consent Order, is entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U S C §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order The "matters addressed" in this Consent Order are all response actions taken by the United States and by private parties, and all response costs incurred and to be incurred by the United States and by private parties, at or in connection with the Site The "matters addressed" in this settlement do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Order (except for claims for failure to comply with this Consent Order), in the event that the United States asserts rights against AOC III Respondents coming within the scope of such reservations

## XV. OPPORTUNITY FOR PUBLIC COMMENT

40 This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U S C § 9622(i), and Section 7003(d) of RCRA, 42 U S C § 6973(d) EPA shall provide notice, and an opportunity for a public meeting in the affected area on the proposed settlement in accordance with Section 7003(d) of RCRA, 42 U S C § 6973 (d) 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 which indicate that this Consent Order is inappropriate, improper or inadequate

## XVI. ATTORNEY GENERAL APPROVAL

41 In accordance with Section 122(g)(4) of CERCLA, this Consent Order shall not become effective without the prior written approval of the Attorney General or his designee

## XVII. COSTS AND FEES

42 AOC III Respondents shall bear their own costs and attorney's fees regarding this matter 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 AOC III Respondents each 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

## XVIII. INTEGRATION/APPENDICES

43 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" -- List of AOC III Respondents

"Appendix B" -- Map of the Site

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"Appendix C-1" -- AOC I VRS

"Appendix C-2" – AOC II VRS

"Appendix D" – AOC III VRS

## XIX. EFFECTIVE DATE

44 The effective date of this Consent Order shall be the date upon which EPA issues written notice to AOC III Respondents that the public comment period pursuant to Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order

In the Matter of Malvern TCE Superfund Site
Administrative Order on Consent for *De Minimis* Settlement,
U S EPA Docket No CERC-03-2003-0041

IT IS SO AGREED AND ORDERED

U S Environmental Protection Agency

By _____ _____

Donald S Welsh
Regional Administrator
Region III

Date

THE UNDERSIGNED RESPONDENT enters into this Administrative Order on Consent for *De Minimis* Settlement, U S EPA Docket No CERC-03-2003-0041, relating to the Malvern TCE Superfund Site, 258 N Phoenixville Pike, Malvern, Pennsylvania

FOR RESPONDENT _____
[Name]

_____
[Address]

By _____ _____
[Signature] [Date]

_____
[Type name and Title]

AOC III Respondent opts to pay in two equal installments, as provided for in Paragraph 23 of this Consent Order

☐Yes ☐ No

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(Red)

# Appendix D
# AOC III VRS

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10/20/2003

**Malvern TCE Superfund Site**

**Third Round De Minimis Settlement**

**Volumetric Ranking Summary**

**(Alphabetical by PRP)**

| PRP Name | FDA Drums | FDA % | Revised FDA % | FDA Cost | FDA Premium | MPA Drums | MPA % | Revised MPA % | MPA Cost | MPA Premium | Broker/ Transporter Total Payment | Generator Total Payment | Total Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Accuracy Scientific Instruments* | 3 00 | 0 13 | 0 14 | $15,186 | $13,466 | 34 18 | 0 12 | 0 13 | $13,887 | $12,036 | | | $54,575 |
| Airline Hydraulics Corporation | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $2,535 | | | $4,160 |
| Allister Manufacturing | | | | | | 36 00 | 0 13 | 0 14 | $14,626 | $22,818 | | | $37,444 |
| Ametek, Inc | 9 00 | 0 39 | 0 41 | $45,558 | $72,718 | 42 18 | 0 15 | 0 16 | $17,137 | $26,735 | | | $162,148 |
| Amp | 34 00 | 1 49 | 1 54 | $172,107 | $274,714 | 133 00 | 0 48 | 0 51 | $54,035 | $84,301 | | | $585,156 |
| Ark Products | 5 00 | 0 22 | 0 23 | $25,310 | $40,399 | 52 00 | 0 19 | 0 20 | $21,126 | $32,960 | | | $119,795 |
| Athena Controls | | | | | | 42 00 | 0 15 | 0 16 | $17,064 | $26,621 | | | $43,685 |
| Bishop Tube | 60 00 | 2 63 | 2 73 | $303,718 | $484,789 | 130 00 | 0 47 | 0 50 | $52,816 | $82,399 | | | $923,722 |
| CK Systematics, Inc | | | | | | 17 00 | 0 06 | 0 07 | $6,907 | $10,775 | | | $17,682 |
| Camdel Metals | | | | | | 21 00 | 0 08 | 0 08 | $8,532 | $13,311 | | | $21,842 |
| Carvel Hall, Inc | | | | | | 37 00 | 0 13 | 0 14 | $15,032 | $23,452 | | | $38,484 |
| Chem Solv | | | | | | 2 00 | 0 01 | 0 01 | $813 | $1,268 | | | $2,080 |
| Contamination Control | | | | | | 20 00 | 0 07 | 0 08 | $8,126 | $12,677 | | | $20,802 |
| David K Robson, Inc | | | | | | 18 00 | 0 07 | 0 07 | $7,313 | $11,409 | | | $18,722 |
| E Hopkins Company | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $2,535 | | | $4,160 |
| Emeco | 3 00 | 0 13 | 0 14 | $15,186 | $24,239 | 3 00 | 0 01 | 0 01 | $1,219 | $1,902 | | | $42,546 |
| Fabric Development | | | | | | 13 00 | 0 05 | 0 05 | $5,282 | $8,240 | | | $13,522 |
| Fairfax Cleaners | | | | | | 8 00 | 0 03 | 0 03 | $3,250 | $5,071 | | | $8,321 |
| Fergusson | | | | | | 5 96 | 0 02 | 0 02 | $2,421 | $3,778 | | | $6,199 |
| Frazer-Volpe Corporation | | | | | | 23 82 | 0 09 | 0 09 | $9,678 | $15,098 | | | $24,776 |
| FTC Hazardous (Broker) | | | | | | 89 91 | 0 33 | 0 35 | $36,528 | $56,989 | $93,517 | | $93,517 |
| G K Garrett Corporation | | | | | | 27 45 | 0 10 | 0 11 | $11,152 | $17,399 | | | $28,551 |
| Glah Brothers, Inc * | | | | | | 3 00 | 0 01 | 0 01 | $1,219 | $1,056 | | | $2,275 |
| Gulf & Western | | | | | | 2 00 | 0 01 | 0 01 | $813 | $1,268 | | | $2,080 |
| High Energy Company | | | | | | 84 64 | 0 31 | 0 33 | $34,387 | $53,648 | | | $88,035 |
| Hulltronics | | | | | | 2 00 | 0 01 | 0 01 | $813 | $1,268 | | | $2,080 |
| J & J Spill (Brokered Drums)** | | | | | | 115 54 | 0 42 | 0 44 | $46,941 | $73,234 | $120,175 | | $120,175 |
| J & J Spill (Generator Drums)** | | | | | | 43 00 | 0 16 | 0 17 | $17,470 | $27,255 | | $44,725 | $44,725 |
| Keystone Transformer* | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $1,409 | | | $3,034 |
| Kosempel Manufacturing Co * | | | | | | 13 00 | 0 05 | 0 05 | $5,282 | $4,578 | | | $9,859 |
| Leeds & Northrop | | | | | | 145 72 | 0 53 | 0 56 | $59,203 | $92,363 | | | $151,566 |
| Lightman Drum Co (Brokered Drums)*** | | | | | | 48 00 | 0 17 | 0 18 | $19,501 | $30,424 | $49,926 | | $49,926 |
| Lightman Drum Co (Generator Drums)*** | | | | | | 0 27 | 0 00 | 0 00 | $110 | $171 | | $281 | $281 |
| Malco Inc | | | | | | 94 04 | 0 34 | 0 36 | $38,206 | $59,606 | | | $97,813 |

**Malvern TCE Superfund Site**

**Third Round De Minimis Settlement**

**Volumetric Ranking Summary**

**(Alphabetical by PRP)**

| PRP Name | FDA Drums | FDA % | Revised FDA % | FDA Cost | FDA Premium | MPA Drums | MPA % | Revised MPA % | MPA Cost | MPA Premium | Broker/ Transporter Total Payment | Generator Total Payment | Total Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Matheson Instrument | | | | | | 20 10 | 0 07 | 0 08 | $8,166 | $12,740 | | | $20,906 |
| McClarin Plastics | | | | | | 195 04 | 0 71 | 0 75 | $79,240 | $123,624 | | | $202,864 |
| Model Finishing | | | | | | 25 00 | 0 09 | 0 10 | $10,157 | $15,846 | | | $26,003 |
| Narco Avionics | | | | | | 19 00 | 0 07 | 0 07 | $7,719 | $12,043 | | | $19,762 |
| National Metalcrafters | | | | | | 16 00 | 0 06 | 0 06 | $6,500 | $10,141 | | | $16,642 |
| Ni-Chro | | | | | | 3 00 | 0 01 | 0 01 | $1,219 | $1,902 | | | $3,120 |
| Oxford Metal Products | | | | | | 17 00 | 0 06 | 0 07 | $6,907 | $10,775 | | | $17,682 |
| Penn Airborne Products | | | | | | 15 31 | 0 06 | 0 06 | $6,220 | $9,704 | | | $15,924 |
| Penske VDA* | | | | | | 8 00 | 0 03 | 0 03 | $3,250 | $2,817 | | | $6,067 |
| Philadelphia Steel Drum (Brokered Drums) | | | | | | 43 00 | 0 16 | 0 17 | $17,470 | $27,255 | $44,725 | | $44,725 |
| Philco Ford* | 6 00 | 0 26 | 0 27 | $30,372 | $26,933 | 6 00 | 0 02 | 0 02 | $2,438 | $2,113 | | | $61,855 |
| Precision Arts Mfg | | | | | | 3 00 | 0 01 | 0 01 | $1,219 | $1,902 | | | $3,120 |
| Princo Instruments, Inc | | | | | | 79 00 | 0 29 | 0 30 | $32,096 | $50,073 | | | $82,169 |
| Prodelin, Inc | | | | | | 9 00 | 0 03 | 0 03 | $3,656 | $5,705 | | | $9,361 |
| R C Kletzing | | | | | | 2 50 | 0 01 | 0 01 | $1,016 | $1,585 | | | $2,600 |
| Sermetal* | | | | | | 6 00 | 0 02 | 0 02 | $2,438 | $2,113 | | | $4,550 |
| Shur-Kut Supply Corp | | | | | | 7 00 | 0 03 | 0 03 | $2,844 | $4,437 | | | $7,281 |
| Solid State Scientific* | | | | | | 32 00 | 0 12 | 0 12 | $13,001 | $11,268 | | | $24,269 |
| Storm Weather Products | | | | | | 26 00 | 0 09 | 0 10 | $10,563 | $16,480 | | | $27,043 |
| Technitrol* | 10 00 | 0 44 | 0 45 | $50,620 | $44,888 | 10 00 | 0 04 | 0 04 | $4,063 | $3,521 | | | $103,092 |
| U S Environmental Services (Brokered Drums)* | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $1,409 | $3,034 | | $3,034 |
| Waste Consulting & Brokerage (Brokered Drums)* | | | | | | 5 36 | 0 02 | 0 02 | $2,178 | $1,887 | $4,065 | | $4,065 |
| Xynatech, Inc | | | | | | 39 00 | 0 14 | 0 15 | $15,845 | $24,720 | | | $40,565 |
| **3rd Round De Minimis Total Number of Drums** | **130 00** | | | | | **1909 02** | | | | | | | **$3,590,439** |
| | | | | | | | | | | | | | |
| **Site Total Number of Drums** | **2283 71** | | | | | **27608 87** | | | | | | | |

* Indicates 125% Premium is applied All other parties receive 225% Premium

**J & J Spill Total Payment = $164,928

***Lightman Drum Total Payment = $50,247

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10/20/2003

**Malvern TCE Superfund Site**

**Third Round De Minimis Settlement**

**Volumetric Ranking Summary**

**(by Descending Order)**

| PRP Name | FDA Drums | FDA % | Revised FDA % | FDA Cost | FDA Premium | MPA Drums | MPA % | Revised MPA % | MPA Cost | MPA Premium | Broker/ Transporter Total Payment | Generator Total Payment | Total Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lightman Drum Co (Generator Drums)*** | | | | | | 0 27 | 0 00 | 0 00 | $110 | $171 | | $281 | $281 |
| Chem Solv | | | | | | 2 00 | 0 01 | 0 01 | $813 | $1,268 | | | $2,080 |
| Gulf & Western | | | | | | 2 00 | 0 01 | 0 01 | $813 | $1,268 | | | $2,080 |
| Hulltronics | | | | | | 2 00 | 0 01 | 0 01 | $813 | $1,268 | | | $2,080 |
| R C Kletzing | | | | | | 2 50 | 0 01 | 0 01 | $1,016 | $1,585 | | | $2,600 |
| Emeco | 3 00 | 0 13 | 0 14 | $15,186 | $24,239 | 3 00 | 0 01 | 0 01 | $1,219 | $1,902 | | | $42,546 |
| Glah Brothers, Inc * | | | | | | 3 00 | 0 01 | 0 01 | $1,219 | $1,056 | | | $2,275 |
| Ni-Chro | | | | | | 3 00 | 0 01 | 0 01 | $1,219 | $1,902 | | | $3,120 |
| Precision Arts Mfg | | | | | | 3 00 | 0 01 | 0 01 | $1,219 | $1,902 | | | $3,120 |
| Airline Hydraulics Corporation | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $2,535 | | | $4,160 |
| E Hopkins Company | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $2,535 | | | $4,160 |
| Keystone Transformer* | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $1,409 | | | $3,034 |
| U S Environmental Services (Brokered Drums)* | | | | | | 4 00 | 0 01 | 0 02 | $1,625 | $1,409 | $3,034 | | $3,034 |
| Waste Consulting & Brokerage (Brokered Drums)* | | | | | | 5 36 | 0 02 | 0 02 | $2,178 | $1,887 | $4,065 | | $4,065 |
| Fergusson | | | | | | 5 96 | 0 02 | 0 02 | $2,421 | $3,778 | | | $6,199 |
| Philco Ford* | 6 00 | 0 26 | 0 27 | $30,372 | $26,933 | 6 00 | 0 02 | 0 02 | $2,438 | $2,113 | | | $61,855 |
| Sermetal* | | | | | | 6 00 | 0 02 | 0 02 | $2,438 | $2,113 | | | $4,550 |
| Shur-Kut Supply Corp | | | | | | 7 00 | 0 03 | 0 03 | $2,844 | $4,437 | | | $7,281 |
| Fairfax Cleaners | | | | | | 8 00 | 0 03 | 0 03 | $3,250 | $5,071 | | | $8,321 |
| Penske VDA* | | | | | | 8 00 | 0 03 | 0 03 | $3,250 | $2,817 | | | $6,067 |
| Prodelin, Inc | | | | | | 9 00 | 0 03 | 0 03 | $3,656 | $5,705 | | | $9,361 |
| Technitrol* | 10 00 | 0 44 | 0 45 | $50,620 | $44,888 | 10 00 | 0 04 | 0 04 | $4,063 | $3,521 | | | $103,092 |
| Fabric Development | | | | | | 13 00 | 0 05 | 0 05 | $5,282 | $8,240 | | | $13,522 |
| Kosempel Manufacturing Co * | | | | | | 13 00 | 0 05 | 0 05 | $5,282 | $4,578 | | | $9,859 |
| Penn Airborne Products | | | | | | 15 31 | 0 06 | 0 06 | $6,220 | $9,704 | | | $15,924 |
| National Metalcrafters | | | | | | 16 00 | 0 06 | 0 06 | $6,500 | $10,141 | | | $16,642 |
| CK Systematics, Inc | | | | | | 17 00 | 0 06 | 0 07 | $6,907 | $10,775 | | | $17,682 |
| Oxford Metal Products | | | | | | 17 00 | 0 06 | 0 07 | $6,907 | $10,775 | | | $17,682 |
| David K Robson, Inc | | | | | | 18 00 | 0 07 | 0 07 | $7,313 | $11,409 | | | $18,722 |
| Narco Avionics | | | | | | 19 00 | 0 07 | 0 07 | $7,719 | $12,043 | | | $19,762 |
| Contamination Control | | | | | | 20 00 | 0 07 | 0 08 | $8,126 | $12,677 | | | $20,802 |
| Matheson Instrument | | | | | | 20 10 | 0 07 | 0 08 | $8,166 | $12,740 | | | $20,906 |
| Camdel Metals | | | | | | 21 00 | 0 08 | 0 08 | $8,532 | $13,311 | | | $21,842 |

**Malvern TCE Superfund Site**

**Third Round De Minimis Settlement**

**Volumetric Ranking Summary**

**(by Descending Order)**

| PRP Name | FDA Drums | FDA % | Revised FDA % | FDA Cost | FDA Premium | MPA Drums | MPA % | Revised MPA % | MPA Cost | MPA Premium | Broker/ Transporter Total Payment | Generator Total Payment | Total Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Frazer-Volpe Corporation | | | | | | 23 82 | 0 09 | 0 09 | $9,678 | $15,098 | | | $24,776 |
| Model Finishing | | | | | | 25 00 | 0 09 | 0 10 | $10,157 | $15,846 | | | $26,003 |
| Storm Weather Products | | | | | | 26 00 | 0 09 | 0 10 | $10,563 | $16,480 | | | $27,043 |
| G K Garrett Corporation | | | | | | 27 45 | 0 10 | 0 11 | $11,152 | $17,399 | | | $28,551 |
| Solid State Scientific* | | | | | | 32 00 | 0 12 | 0 12 | $13,001 | $11,268 | | | $24,269 |
| Accuracy Scientific Instruments* | 3 00 | 0 13 | 0 14 | $15,186 | $13,466 | 34 18 | 0 12 | 0 13 | $13,887 | $12,036 | | | $54,575 |
| Allister Manufacturing | | | | | | 36 00 | 0 13 | 0 14 | $14,626 | $22,818 | | | $37,444 |
| Carvel Hall, Inc | | | | | | 37 00 | 0 13 | 0 14 | $15,032 | $23,452 | | | $38,484 |
| Xynatech, Inc | | | | | | 39 00 | 0 14 | 0 15 | $15,845 | $24,720 | | | $40,565 |
| Athena Controls | | | | | | 42 00 | 0 15 | 0 16 | $17,064 | $26,621 | | | $43,685 |
| Ametek, Inc | 9 00 | 0 39 | 0 41 | $45,558 | $72,718 | 42 18 | 0 15 | 0 16 | $17,137 | $26,735 | | | $162,148 |
| J & J Spill (Generator Drums)** | | | | | | 43 00 | 0 16 | 0 17 | $17,470 | $27,255 | | $44,725 | $44,725 |
| Philadelphia Steel Drum (Brokered Drums) | | | | | | 43 00 | 0 16 | 0 17 | $17,470 | $27,255 | $44,725 | | $44,725 |
| Lightman Drum Co (Brokered Drums)*** | | | | | | 48 00 | 0 17 | 0 18 | $19,501 | $30,424 | $49,926 | | $49,926 |
| Ark Products | 5 00 | 0 22 | 0 23 | $25,310 | $40,399 | 52 00 | 0 19 | 0 20 | $21,126 | $32,960 | | | $119,795 |
| Princo Instruments, Inc | | | | | | 79 00 | 0 29 | 0 30 | $32,096 | $50,073 | | | $82,169 |
| High Energy Company | | | | | | 84 64 | 0 31 | 0 33 | $34,387 | $53,648 | | | $88,035 |
| FTC Hazardous (Broker) | | | | | | 89 91 | 0 33 | 0 35 | $36,528 | $56,989 | $93,517 | | $93,517 |
| Malco Inc | | | | | | 94 04 | 0 34 | 0 36 | $38,206 | $59,606 | | | $97,813 |
| J & J Spill (Brokered Drums)** | | | | | | 115 54 | 0 42 | 0 44 | $46,941 | $73,234 | $120,175 | | $120,175 |
| Bishop Tube | 60 00 | 2 63 | 2 73 | $303,718 | $484,789 | 130 00 | 0 47 | 0 50 | $52,816 | $82,399 | | | $923,722 |
| Amp | 34 00 | 1 49 | 1 54 | $172,107 | $274,714 | 133 00 | 0 48 | 0 51 | $54,035 | $84,301 | | | $585,156 |
| Leeds & Northrop | | | | | | 145 72 | 0 53 | 0 56 | $59,203 | $92,363 | | | $151,566 |
| McClarin Plastics | | | | | | 195 04 | 0 71 | 0 75 | $79,240 | $123,624 | | | $202,864 |
| **3rd Round De Minimis Total Number of Drums** | **130 00** | | | | | **1909 02** | | | | | | | **$3,590,439** |
| | | | | | | | | | | | | | |
| **Site Total Number of Drums** | **2283 71** | | | | | **27608 87** | | | | | | | |

* Indicates 125% Premium is applied All other parties receive 225% Premium

**J & J Spill Total Payment = $164,928

***Lightman Drum Total Payment = $50,247

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 ARCH STREET
MAIL CODE 3HS11
PHILADELPHIA, PA 19103-2029
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300

QL MSH

OWNER
ENVIRONMENTAL PROTECTION AGY
215-814-5627
1650 ARCH ST
PHILA PA 19103

1 LBS 1 OF 1

RETURN TO SHIPPER
10/24/2003 20 20 01920
11/03/2003 14 47 1917-P027-0120
REASON FOR RETURN
COMPANY OR PERSON UNKNOWN, NOT DELIVERED
ORIGINAL RECEIVER
FOX, H

PA 191 9-05

HS11

UPS GROUND
TRACKING # 1Z 262 179 03 1010 5095

BILLING P/P

PKG ID 87

MOS 03 36 ELTRN2642 20 0A 10/2002

1020 TYSON AVE
PHILADELPHIA PA 19111-4503
PURPLE BY
0219-1002
1Z262179031010 5095
1223
0

PA

1650 ARCH ST
PHILADELPHIA PA 19103-2029
P: BLUE S TG
0533-8336
1Z262179031010 5095
MPM1063 246 Nov 05 01 01 23 2003
TB 1910 HIP 1 22 ELT2543
I 539
0

MISROAD

711 N/C