IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA Plaintiff, v. REXMET CORPORATION Defendant.	)	CIVIL ACTION NO. _____

CONSENT DECREE

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	)	
Plaintiff,	)	CIVIL ACTION NO. _____
v.	)	
REXMET CORPORATION	)	
Defendant.	)	

CONSENT DECREE

I. BACKGROUND

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

B. The United States in its complaint seeks, *inter alia*, (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the North Penn Area Six Superfund Site in Montgomery County, Pennsylvania, ("Site") together with accrued interest; and (2) performance of studies and response work by the Defendant at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the Commonwealth of Pennsylvania (the "State") on April 21, 2000, of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Department of the Interior, the National Oceanic and Atmospheric Administration, and the Pennsylvania Department of Environmental Protection on November 1, 2000, of negotiations with potentially responsible parties regarding the release of hazardous substances

that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustees to participate in the negotiation of this Consent Decree.

E. The Defendant that has entered into this Consent Decree ("Settling Defendant") does not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint, nor does it acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

F. Settling Defendant contends that it has a limited ability to pay the response costs incurred and to be incurred in connection with the Site. Settling Defendant also contends that it has a limited ability to finance and undertake future response actions at the Site. In support of these contentions, Settling Defendant has submitted financial information to the United States. The United States has reviewed the submitted financial information and, in reliance on the truth and completeness of the financial information as well as on Settling Defendant's representations concerning its financial situation, the United States has determined that Settling Defendant is able to pay the amounts specified in Section XVI (Payment of Response Costs) and to finance and undertake the Work specified in Section VI (Performance of the Work by Settling Defendant).

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on March 31, 1989, 54 Fed. Reg. 13296.

I. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, Settling Defendant, under EPA oversight, commenced on May 11, 1995, a Remedial Investigation and Feasibility Study ("RI/FS") for Operable Unit 2 ("OU2") of the Site pursuant to 40 C.F.R. § 300.430. The OU2 RI/FS has not yet been completed.

J. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, EPA commenced on September 28, 1993, an RI/FS for Operable Unit 3 ("OU3") of the Site pursuant to 40 C.F.R. § 300.430. EPA completed the OU3 RI/FS report in August 1999.

K. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the Feasibility Study for OU3 and of the proposed plan for remedial action for OU3 on December 9, 1999, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

L. The decision by EPA on the remedial action to be implemented for OU3 is embodied in a final Record of Decision ("ROD"), executed on August 10, 2000, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

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

N. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the Remedial Action selected by the ROD and the Work to be performed by the Settling Defendant shall constitute a response action taken or ordered by the President.

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

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

II. JURISDICTION

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

III. PARTIES BOUND

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

3. Settling Defendant shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each

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

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Companion Consent Decrees" shall mean all those Consent Decrees, other than this Consent Decree, entered into to perform the OU3 Remedial Design / Remedial Action at the North Penn Area Six Superfund Site.

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

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

"Duly Authorized Representative" shall mean a person set forth or designated in accordance with the procedures set forth in 40 C.F.R. § 270.11(b).

"Effective Date" shall mean the effective date of this Consent Decree as provided in Section XXVII.

"EPA" shall mean the United States Environmental Protection Agency and any successor

departments or agencies of the United States.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section VII (Remedy Review), Section IX (Access and Institutional Controls – including, but not limited to, attorneys fees and any monies paid to secure access and/or to secure institutional controls, including the amount of just compensation), Section XV (Emergency Response), and Paragraph 90 (Work Takeover) of Section XXI (Covenants Not to Sue by Plaintiff).

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"J.W. Rex Facility" shall mean the property owned and operated by Rexmet Corporation (formerly known as J.W. Rex Company) located at Valley Forge Road & 8th Street, Borough of Lansdale, Montgomery County, Pennsylvania, 19446, which forms a portion of the Site.

"Municipal Solid Waste" shall mean all waste materials generated by households, including single and multi-family residences, and hotels and motels. The term also includes waste materials generated by commercial, institutional, and industrial sources, to the extent such wastes (A) are essentially the same as waste normally generated by households, or (B) are collected and disposed of with other municipal solid waste or sewage sludge as part of normal municipal solid waste collection services and, regardless of when generated, would be considered conditionally exempt small quantity generator waste under regulations issued pursuant to Section 3001(d)(4) of the Solid Waste Disposal Act (42 U.S.C. 6921(d)(4)). Examples of Municipal Solid Waste include food and yard waste, paper, clothing, appliances, consumer product packaging, disposable diapers, office supplies, cosmetics, glass and metal food containers, elementary or secondary school science laboratory waste, and household hazardous waste. The term does not include combustion ash generated by resource recovery facilities or municipal incinerators, or waste from manufacturing or processing (including pollution control) operations not essentially the same as waste normally generated by households.

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

"North Penn Area Six Special Account" shall mean the special account established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Operable Unit 2" or "OU2" shall mean the response actions relating to the soil contamination at the J. W. Rex/Rexmet, Parker-Hannifan, and Central Sprinkler Facilities located at the Site, which will be addressed in the future by a Record of Decision.

"Operable Unit 3" or "OU3" shall mean the response actions relating to the groundwater contamination addressed by the Record of Decision for the Site signed on August 10, 2000, by the Regional Administrator, EPA Region III, or his/her delegate, and all attachments thereto. The Record of Decision for Operable Unit 3 is attached as Appendix A.

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

"Owner, Operator, or Lessee of Residential Property" shall mean a person who owns, operates, manages, or leases Residential Property and who uses or allows the use of the Residential Property exclusively for residential purposes.

"Owner Settling Defendant" shall mean Rexmet Corporation.

"PADEP" shall mean the Pennsylvania Department of Environmental Protection and any successor departments or agencies of the State.

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

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

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States has paid at or in connection with the Site through the date of lodging of this Consent Decree, plus Interest on all such costs which has accrued pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), through such date.

"Performance Standards" shall mean the cleanup standards and other measures of achievement set forth in Section X of the ROD and those that are developed by the Settling Defendant and approved by EPA during Remedial Design for OU3.

"Plaintiff" shall mean the United States.

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

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to Operable Unit 3 at the Site signed on August 10, 2000, by the Regional Administrator, EPA Region III, or his/her delegate, and all attachments thereto. The ROD is attached as Appendix A.

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

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

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

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

"Residential Property" shall mean single or multi-family residences, including accessory land, buildings, or improvements incidental to such dwellings, which are exclusively for residential use.

"Responsible Parties" shall mean any entity that has entered into a Consent Decree with the United States, if such Consent Decree is related to the North Penn Area 6 Superfund Site.

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

"Settling Defendant" shall mean Rexmet Corporation.

"Sewage Sludge" shall mean solid, semisolid, or liquid residue removed during the treatment of municipal waste water, domestic sewage, or other waste water at or by publicly owned or federally owned treatment works.

"Site" shall mean the North Penn Area Six Superfund Site, encompassing approximately 1000 acres, located in and around the Borough of Lansdale, Montgomery County, Commonwealth of Pennsylvania and depicted generally in the ROD.

"Small Business" shall mean any business entity that employs no more than 100 individuals and is a "small business concern" as defined under the Small Business Act (15 U.S.C. §§ 631 et seq.).

"Small Non-profit Organization" shall mean any organization that does not distribute any part of its income or profit to its members, directors, or officers, employs no more than 100 paid individuals at the involved chapter, office, or department, and was recognized as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code of 1986.

"State" shall mean the Commonwealth of Pennsylvania.

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

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

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

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

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the design and implementation of response actions for OU3 at the Site by the Settling Defendant, to partially reimburse the United States' response costs for OU2 at the Site, and to resolve the claims of Plaintiff against Settling Defendant as provided in this Consent Decree.

6. Commitments by Settling Defendant

a. Settling Defendant shall finance and perform the Work as specified in Section VI of this Consent Decree in accordance with this Consent Decree, the ROD and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Defendant and approved by EPA pursuant to this Consent Decree. Settling Defendant shall also partially reimburse the United States for Past Costs and Future Response Costs as provided in this Consent Decree.

b. In the event that the Settling Defendant files for bankruptcy or is placed involuntarily in bankruptcy proceedings, Settling Defendant shall notify the United States within three (3) days of such filing.

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

8. Permits

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Settling Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

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

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

9. Notice of Obligations to Successors-in-Title.

a. Within 15 days after the entry of this Consent Decree, the Owner Settling Defendant shall file for recordation notice of the entry of this Consent Decree with the Recorder of Deed's Office, Montgomery County, Commonwealth of Pennsylvania, and shall provide EPA with a copy pursuant to the terms of Section XXVI (Notices and Submissions). Thereafter, each deed, title, or other instrument conveying an interest in the property included in the Site shall contain a notice stating that the property is subject to this Consent Decree and any lien retained by the United States and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property under this Consent Decree.

b. The obligations of Owner Settling Defendant with respect to the provision of access under Section IX (Access and Institutional Controls) shall be binding upon Owner Settling Defendant and any and all persons who subsequently acquire any such interest or portion thereof (hereinafter "Successors-in-Title"). Within fifteen (15) days after the entry of this Consent Decree, Owner Settling Defendant shall file for recordation with the Recorder of Deed's Office a notice of obligation to provide access under Section IX (Access and Institutional

Controls) and related covenants, if any, and shall provide EPA with a copy pursuant to the terms of Section XXVI (Notices and Submissions). Each subsequent instrument conveying an interest to any such property included in the Site shall reference the recorded location of such notice and covenants applicable to the property.

c. Owner Settling Defendant and any Successor-in-Title shall, at least 30 days prior to the conveyance of any such interest, give written notice of this Consent Decree to the grantee and written notice to EPA and the State of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree was given to the grantee. In the event of any such conveyance, the Settling Defendant's obligations under this Consent Decree, including its obligations to provide or secure access pursuant to Section IX (Access), shall continue to be met by the Settling Defendant. In addition, if the United States approves, the grantee may perform some or all of the Work under this Consent Decree. In no event shall the conveyance of an interest in property that includes, or is a portion of, the Site release or otherwise affect the liability of the Settling Defendant to comply with the Consent Decree.

VI. PERFORMANCE OF THE WORK BY SETTLING DEFENDANT

10. Selection of Contractors.

a. Supervising Contractor.

i. All aspects of the Work to be performed by Settling Defendant pursuant to Sections VI (Performance of the Work by Settling Defendant), VII (Remedy Review), VIII (Quality Assurance, Sampling, and Data Analysis), and XV (Emergency Response) of this Consent Decree shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to acceptance or disapproval by EPA after a reasonable opportunity for review and comment by the State. Within ten (10) days after entry of this Consent Decree (or sooner), Settling Defendant shall notify EPA in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. EPA will issue a notice of disapproval or acceptance of the selection of such Supervising Contractor. If at any time thereafter, Settling Defendant proposes to change a Supervising Contractor, Settling Defendant shall give such notice to EPA and to the State and must obtain a notice of acceptance of such change from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

ii. If EPA disapproves the selection of a proposed Supervising Contractor, EPA will notify Settling Defendant in writing. Settling Defendant shall submit to EPA a list of at least three contractors, including the qualifications of each contractor, that would be

acceptable to it within thirty (30) days of receipt of EPA's notice. EPA will provide written notice of the names of any contractor(s) whose selection it would accept. Settling Defendant may select any contractor from that list and shall notify EPA of the name of the contractor selected within twenty-one (21) days of EPA's written notice.

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

b. Other Contractors and Subcontractors. The Settling Defendant shall submit to EPA for acceptance by EPA the names and qualifications of any additional contractors and subcontractors it proposes to use to satisfy any requirement of this Consent Decree before such contractor or subcontractor performs any Work. If EPA does not respond with a notice accepting or disapproving the proposal for additional contractors and subcontractors within fourteen (14) days of receipt by EPA of Settling Defendant's selections, the proposal for additional contractors and subcontractors shall be deemed accepted. In the event EPA disapproves any proposed contractor or subcontractor, Settling Defendant shall submit to EPA a list of at least three contractors or subcontractors, including the qualifications of each, that would be acceptable to it within ten (10) days of receipt of EPA's notice. EPA will provide written notice of the names of any contractor(s) or subcontractor(s) whose selection it would accept. Settling Defendant may select any contractor or subcontractor from that list and shall notify EPA and the State of the name of the contractor or subcontractor selected within five (5) days of EPA's written notice.

11. Remedial Design/Remedial Action.

a. Within 30 days after EPA's acceptance of the selection of the Supervising Contractor pursuant to Paragraph 10(a), Settling Defendant shall submit to EPA and the State a work plan for the design of the Remedial Action at the Site, including any and all contamination that is migrating, or has migrated, from the Site ("Remedial Design Work Plan"). The Remedial Design Work Plan shall be prepared by the individual(s) and/or entities responsible for completion of the Remedial Design, except to the extent such persons have been disapproved by EPA. The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, except that (i) the Remedial Design Work Plan shall be strictly limited to response actions that are necessary within the boundaries of the J.W. Rex Facility and not elsewhere within the Site, and (ii) the Remedial Design Work Plan shall provide for the continued operation of the two extraction wells located at the J.W. Rex Facility. Any air pollution controls for the extraction wells shall comply with all applicable State and local requirements. The Remedial Design Work Plan shall also provide for achievement of the Performance Standards within the

area of the J.W. Rex Facility and not elsewhere within the Site. The Remedial Design Work Plan shall further provide for other requirements set forth in the ROD and this Consent Decree that directly relate to or can be satisfied or given effect through response actions at the J.W. Rex Facility. Except for the connection of residences to public water as required by the ROD, no activities outside the boundary of the J.W. Rex Facility shall be required of Settling Defendant. Upon its approval by EPA, the Remedial Design Work Plan shall be incorporated into and become enforceable under this Consent Decree. The Settling Defendant shall also submit to EPA and the State, at the time the Remedial Design Work plan is submitted, a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

b. The Remedial Design Work Plan shall include plans, schedules, and methodologies for implementation of all remedial design and pre-design tasks and shall include, at a minimum:

i. A Sampling and Analysis Plan containing

(1) a Field Sampling Plan, and

(2) a Quality Assurance Project Plan ("QAPP").

ii. An Operations and Maintenance Plan

iii. All existing performance data regarding the existing pump and treat system.

iv. A Basis of Design Report, including:

(1) Justification of design assumptions; and

(2) A project delivery strategy.

v. All as-built drawings and specifications, including any additions or modifications to the system, including, but not limited to, the following:

(1) Outline of general specifications;

(2) Final schematics and drawings;

(3) Chemical and geotechnical data (including data from pre-design activities); and

(4) Modifications to include air cleaning equipment.

vi. A preliminary Remedial Action schedule.

vii. Plans and schedules for the preparation and submission of a pre-final design submittal which shall be submitted at approximately 90% of the design effort, and, at a minimum, include:

(1) A draft final Remedial Action schedule;

(2) A draft final Remedial Action Health and Safety Plan ("HASP") for EPA acceptance.

viii. Plans and schedules for the preparation and submission of a final design submittal which shall be submitted at 100% of the design effort and shall address all of EPA's comments to the pre-final design, and, at a minimum, additionally include:

(1) A final Remedial Action schedule;

(2) A final Remedial Action HASP for EPA acceptance;

(3) A final Remedial Action waste management plan;

(4) A final Remedial Action Sampling and Analysis Plan (directed at measuring progress towards meeting the Performance Standards);

(5) A final Basis of Design Report;

(6) Final Drawings and Specifications;

(7) A revised Operation & Maintenance Plan and a schedule for submission of the final Operation & Maintenance Plan, if deemed necessary by EPA;

(8) A final project delivery strategy.

c. Upon approval of the Remedial Design Work Plan by EPA, after a reasonable opportunity for review and comment by the State, and submittal of the Health and Safety Plan for all field activities to EPA and the State, Settling Defendant shall implement the Remedial

Design Work Plan in accordance with the schedules and methodologies contained therein. The Settling Defendant shall submit to EPA and the State all plans, submittals, and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule therein for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendant shall not commence further Remedial Design field activities at the Site prior to approval of the Remedial Design Work Plan, unless EPA authorizes Settling Defendant to do so.

d. Upon approval, approval with conditions, or modification by EPA, as provided in Section XI (EPA Approval of Plans and Other Submissions), of all components of the final design submittal, the final design submittal shall serve as the Remedial Action Work Plan and shall be enforceable under this Consent Decree. The Settling Defendant shall implement the activities required under the Remedial Action Work Plan in accordance with the schedules and methodologies contained therein.

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

12. Resident Engineer. Following EPA approval, approval with conditions, or modification by EPA, as provided in Section XI (EPA Approval of Plans and Other Submissions), of all components of the final design submittal, and prior to commencement of any on-Site Work under the Remedial Action Work Plan, the Settling Defendant shall submit to EPA the name and qualifications of a Resident Engineer to be present at the Site during construction to ensure that the Work is performed in accordance with the approved Remedial Action Work Plan. The Resident Engineer may be the same person as the Supervising Contractor. The Resident Engineer shall be familiar with all aspects of the Remedial Design approved by EPA. EPA retains the right to disapprove the use of any Resident Engineer proposed by Settling Defendant. In the event EPA disapproves the use of any proposed Resident Engineer, Settling Defendant shall submit to EPA and the State a list of at least two replacements, including the qualifications of each, who would be acceptable to them within twenty-one (21) days of receipt of EPA's notice. EPA will provide written notice of the names of any replacements whose use it would accept. Settling Defendant may select any replacement from the EPA notice and shall notify EPA and the State of the name of the replacement selected within ten (10) days of EPA's written notice. Settling Defendant shall ensure that the Resident Engineer performs on-Site inspections as necessary to ensure compliance with the approved Remedial Action Work Plan and that the results of such inspections are promptly provided to Settling Defendant, EPA, and the State. The Resident Engineer may act as the QA Official.

13. Implementation of the Remedial Action. The Settling Defendant shall continue to implement the Remedial Action including, but not limited to, O & M until the Performance Standards at the J.W. Rex Facility are achieved and for so long thereafter as is otherwise required under this Consent Decree. Notwithstanding the foregoing, beginning on the effective date of this Consent Decree, Settling Defendant shall be required to hook up only two additional private residences to the public water supply.

14. Modification of the Work.

a. If EPA determines that modification of the Work is necessary to achieve and maintain the Performance Standards with respect to the J.W. Rex Facility or to carry out and maintain the effectiveness of the remedy set forth in the ROD, EPA may (1) require that such modification be incorporated into the Remedial Design Work Plan, Remedial Action Work Plan, Operation and Maintenance Plan, and/or any other plan relating to such Work ; and/or (2) require that Settling Defendant submit a plan for EPA approval which incorporates such modification to the Work at the J.W. Rex Facility and implement such approved plan. EPA may require a modification pursuant to this Paragraph only to the extent that the modification is directed to Work that is conducted on or at the J.W. Rex Facility, and only to the extent that it is consistent with the scope of the remedy selected in the ROD. No modification shall make Defendant jointly liable, or jointly obligated for the completion of the ROD as it pertains to the signatories to the Companion Consent Decrees or as it pertains to activities at the Site other than Work at the J.W. Rex Facility.

b. For the purposes of this Paragraph and Paragraphs 51(Completion of the Remedial Action) and 52 (Completion of the Work) only, the "scope of the remedy selected in the ROD" means:

i. Tasks employing a technology or combination of technologies discussed in Section X [Selected Remedy and Performance Standards] of the ROD to achieve and maintain the objectives described in the ROD. The technologies discussed in Section X of the ROD include:

(1) extraction of contaminated ground water;

(2) treatment of the contaminated ground water via air-stripping;

(3) additional treatment of the liquid phase as necessary to meet discharge limits;

(4) discharge to surface water;

(5) treatment of the gas stream from the air stripper using granular activated carbon or ultraviolet oxidation; and

(6) hook-up of two additional residences to public water as required by the ROD; and

ii. Tasks associated with monitoring of Operable Unit 3 conditions and the effectiveness of the Remedial Action.

c. If Settling Defendant objects to any modification determined by EPA to be necessary pursuant to this Paragraph, it may seek dispute resolution pursuant to Section XIX (Dispute Resolution), Paragraph 71 (record review). The Remedial Design Work Plan, Remedial Action Work Plan, Operation and Maintenance Plan, and/or related work plans shall be modified in accordance with final resolution of the dispute.

d. Settling Defendant shall implement any work required by any modifications incorporated in the Remedial Design Work Plan, Remedial Action Work Plan, Operation and Maintenance Plan, and/or in work plans developed in accordance with this Paragraph.

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

15. Settling Defendant acknowledges and agrees that nothing in this Consent Decree or in the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiff that compliance with the work requirements set forth in the Work Plans will achieve the Performance Standards.

16. Settling Defendant shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards.

a. The Settling Defendant shall include in the written notification the following information, where available:

i. The name and location of the facility to which the Waste Material is to be shipped;

ii. The type and quantity of the Waste Material to be shipped;

iii. The expected schedule for the shipment of the Waste Material; and

iv. The method of transportation.

The Settling Defendant shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by the Settling Defendant following the award of the contract for Remedial Action construction. The Settling Defendant shall provide the information required by Paragraph 16(a) as soon as practicable after the award of the contract but in no case less than seven (7) days before the Waste Material is actually shipped.

VII. REMEDY REVIEW

17. Periodic Review. Settling Defendant shall conduct any studies and investigations as requested by EPA, but only to the extent that such studies and investigations are conducted and completed within the property boundaries of the J.W. Rex Facility, in order to permit EPA to conduct reviews of whether (1) the Remedial Action is protective of human health and the environment, and (2) the Remedial Action meets or provides a basis for waiving ARARs identified for the Remedial Action in the ROD (including technical impracticability from an engineering perspective pursuant to CERCLA Section 121(d)(4), 42 U.S.C. §9621(d)(4)).

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

19. Opportunity To Comment. Settling Defendant and, if required by Section 113(k)(2) or 117 of CERCLA, 42 U.S.C. § 9613(k) or § 9617, the public will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and to submit written comments for the record during the comment period.

20. Settling Defendant's Obligation to Perform Further Response Actions. If EPA selects further response actions for the Site, the Settling Defendant shall undertake such further response actions to the extent that (a) such further response actions are necessary within the boundaries of the J.W. Rex Facility and not elsewhere within the Site, and (b) the reopener conditions in Paragraph 86 (United States' Pre-Certification Reservations) or Paragraph 87 (United States' Post-Certification Reservations) are satisfied. If EPA requires Settling Defendant to undertake such further actions pursuant to this Paragraph, Settling Defendant may invoke the procedures

set forth in Section XIX (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraph 86 or Paragraph 87 of Section XXI (Covenants Not To Sue by Plaintiff) are satisfied, (2) EPA's determination that the Remedial Action is not protective of human health and the environment, or (3) EPA's selection of the further response actions. Disputes pertaining to whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 71 (record review).

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

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

22. While conducting all sample collection and analysis activities required by this Consent Decree, the Settling Defendant shall implement quality assurance, quality control, and chain of custody procedures in accordance with "EPA Requirements for Quality Assurance Project Plans (EPA QA/R-5)"(EPA 240 B-01 003, March 2001); "EPA NEIC Policies and Procedures Manual," (May 1986) (EPA 330/978-001-R); National Functional Guidelines for Inorganic Data Review (EPA 540/R-94/013) and Modifications to the National Functional Guidelines for Inorganic Data Review (EPA Region III: April 1993); National Functional Guidelines for Organic Data Review (EPA 540/R-94/012) and Modifications to the National Functional Guidelines for Organic Data Review (EPA Region III: September 1994); "Region III Innovative Approaches to Data Validation," (EPA Region III: September 1994); "Data Quality Objectives Process for Superfund," (EPA 540/R-93/071: September 1994); and subsequent amendments to such guidelines upon notification by EPA to Settling Defendant of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any monitoring project under this Consent Decree, Settling Defendant shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Quality Assurance Project Plan ("QAPP") for the Work that is consistent with the NCP and the guidance documents cited above. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Decree. Settling Defendant shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Defendant in implementing this Consent Decree. In addition, Settling Defendant shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Defendant shall ensure that the laboratories it utilizes for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Settling Defendant shall submit to EPA the selected laboratory's(ies')

Quality Assurance Program Plan and their qualifications, which shall include, at a minimum, previous certifications, Performance Evaluation (PE) results, equipment lists and personnel resumes. Settling Defendant shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA. At the request of EPA, Settling Defendant shall conduct one or more audits of the selected laboratory(ies) to verify analytical capability and compliance with the QAPP. Auditors shall conduct lab audits during the time the laboratory(ies) is analyzing samples collected pursuant to this Consent Decree. The lab audit shall be conducted according to procedures available from the QA Branch. Audit reports shall be submitted to the EPA Project Coordinator within fifteen (15) days of completion of the audit. The Settling Defendant shall report serious deficiencies, including all those which adversely impact data quality, reliability or accuracy, and take action to correct such deficiencies within twenty-four (24) hours of the time the Settling Defendant knew or should have known of the deficiency.

23. Upon request, the Settling Defendant shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Settling Defendant shall notify EPA and the State not less than ten (10) days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall allow the Settling Defendant to take split or duplicate samples of any samples they take as part of the Plaintiff's oversight of the Settling Defendant's implementation of the Work.

24. Settling Defendant shall submit to EPA and the State three (3) copies of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Defendant with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

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

IX. ACCESS AND INSTITUTIONAL CONTROLS

26. If the Site, or any portion of the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by Settling Defendant, Settling Defendant shall:

a. commencing upon the date of lodging of this Consent Decree, provide the United States and its representatives, including EPA and its contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to

this Consent Decree including, but not limited to:

i. Monitoring the Work;

ii. Verifying any data or information submitted to the United States;

iii. Conducting investigations relating to contamination at or near the Site;

iv. Obtaining samples;

v. Assessing the need for, planning, or implementing additional response actions at or near the Site;

vi. Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;

vii. Implementing the Work pursuant to the conditions set forth in Paragraph 90 of this Consent Decree (Work Takeover);

viii. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendant or its agents, consistent with Section XXIV (Access to Information);

ix. Assessing Settling Defendant's compliance with this Consent Decree; and

x. Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree;

b. commencing on the date of lodging of this Consent Decree, refrain from using the Site, or any portion of the Site, or such other property, in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures to be implemented pursuant to this Consent Decree;

c. If EPA so requests, execute and record in the Recorder of Deeds' Office of Montgomery County, Commonwealth of Pennsylvania, an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 26(a) of this Consent Decree, and (ii) grants the right to enforce any land/water use restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Settling Defendant shall

grant the access rights and the rights to enforce the land/water use restrictions to one or more of the following persons, as determined by EPA, (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Responsible Parties and their representatives, and/or (iv) other appropriate grantees. Settling Defendant shall, within forty-five (45) days of being requested by EPA, submit to EPA for review and approval with respect to such property:

i. A draft easement, in substantially the form attached hereto as Appendix B, that is enforceable under the laws of the Commonwealth of Pennsylvania; and

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

Within fifteen (15) days of EPA's approval and acceptance of the easement and title insurance commitments, Settling Defendant shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, file for recordation the easement with the Recorder's Office of Montgomery County. Within forty-five (45) days of recording the easement, Settling Defendant shall provide EPA with final title insurance policy or other final evidence of title acceptable to EPA and a certified copy of the original recorded easement showing the clerk's recording stamps. If the easement is to be conveyed to the United States, the easement and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title must be obtained as required by 40 U.S.C. § 255.

27. Except with regard to public water hook ups required pursuant to Paragraph 13, if the Site, or any portion of the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by persons other than Settling Defendant, Settling Defendant shall use best efforts to secure from such persons:

a. an agreement to provide access thereto for Settling Defendant, as well as for the United States on behalf of EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 26(a) of this Consent Decree;

b. an agreement, enforceable by the Settling Defendant and the United States, to

refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity or protectiveness of the remedial measures to be performed pursuant to this Consent Decree; and

c. Upon the request of EPA, the execution and recordation in the Recorder of Deeds' Office of Montgomery County, Commonwealth of Pennsylvania, of an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 26(a) of this Consent Decree, and (ii) grants the right to enforce any land or water use restrictions or other restrictions that EPA determines are necessary pursuant to Paragraph 26(b) to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. The access rights and/or rights to enforce land/water use restrictions shall be granted to one or more of the following persons, as determined by EPA, (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Responsible Parties and their representatives, and/or (iv) other appropriate grantees. Within forty-five (45) days of being requested by EPA, Settling Defendant shall submit to EPA for review and approval with respect to such property:

i. A draft easement, in substantially the form attached hereto as Appendix B, that is enforceable under the laws of the Commonwealth of Pennsylvania; and

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

Within fifteen (15) days of EPA's approval and acceptance of the easement and title insurance commitment, Settling Defendant shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, the easement shall be recorded with the Recorder's Office of Montgomery County. Within thirty (30) days of recording the easement, Settling Defendant shall provide EPA with final title evidence acceptable to EPA, and a certified copy of the original recorded easement showing the clerk's recording stamps. If the easement is to be conveyed to the United States, the easement and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title must be obtained as required by 40 U.S.C. § 255.

28. For purposes of Paragraph 27 of this Consent Decree, "best efforts" includes the

payment of reasonable sums of money in consideration of access, access easements, land/water use restrictions, restrictive easements, and/or an agreement to release or subordinate a prior lien or encumbrance. If (a) any access or land/water use restriction agreements required by Paragraphs 27(a) or 27(b) of this Consent Decree are not obtained within forty-five (45) days of EPA's request, or (b) any access easements or restrictive easements required by Paragraph 27(c) of this Consent Decree are not submitted to EPA in draft form within forty-five (45) days of EPA's request, or (c) Settling Defendant is unable to obtain an agreement pursuant to Paragraph 26(c)(1) or Paragraph 27(c)(1), from the holder of a prior lien or encumbrance to release or subordinate such lien or encumbrance to the easement being created pursuant to this Consent Decree within forty-five (45) days of EPA's request, Settling Defendant shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Settling Defendant has taken to attempt to comply with Paragraph 27 of this Consent Decree. The United States may, as it deems appropriate, assist Settling Defendant in obtaining access or land/water use restrictions, either in the form of contractual agreements or in the form of easements running with the land, or in obtaining the release or subordination of a prior lien or encumbrance. Settling Defendant shall reimburse the United States in accordance with the procedures in Section XVI (Payment of Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining such access, land/water use restrictions and/or the release/subordination of prior liens or encumbrances including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

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

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

X. REPORTING REQUIREMENTS

31. In addition to any other requirement of this Consent Decree, Settling Defendant shall submit to EPA and the State either in writing or electronically three (3) copies each of monthly progress reports or, commencing upon the completion of any construction activities required by the Remedial Action Work Plan, quarterly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month or quarter; (b) include a summary of all results of sampling and tests and all other data received or generated by Settling Defendant or its contractors or agents in the previous month or

quarter; (c) identify all work plans, plans, and other deliverables required by this Consent Decree completed and submitted during the previous month or quarter; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks for monthly reports and for the next three months for quarterly reports and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts, and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Settling Defendant has proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous month or quarter and those to be undertaken in the next six weeks for monthly reports and in the next three months for quarterly reports. Settling Defendant shall submit these progress reports to EPA and the State by the tenth day of every month following the entry of this Consent Decree and on the first day of each quarter after completion of any construction activities required by the Remedial Action Work Plan until EPA notifies the Settling Defendant pursuant to Paragraph 51(b) of Section XIV (Certification of Completion). If requested by EPA or the State, Settling Defendant shall also provide briefings for EPA and the State to discuss the progress of the Work.

32. The Settling Defendant shall notify EPA of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, implementation of work plans, no later than seven (7) days prior to the performance of the activity. Notwithstanding the foregoing, the Settling Defendant shall notify EPA of any change in the schedule described in the monthly progress reports for the performance of data collection no later than ten (10) days prior to the performance of such activity.

33. Upon the occurrence of any event during performance of the Work that Settling Defendant is required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C, § 11004, Settling Defendant shall within twenty-four (24) hours of the onset of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the EPA Region III Hotline at (215) 814-3255. These reporting requirements are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

34. Within twenty (20) days of the onset of such an event, Settling Defendant shall furnish to Plaintiff a written report, signed by the Settling Defendant's Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within thirty (30) days of the conclusion of such an event, Settling Defendant shall

submit a report setting forth all actions taken in response thereto.

35. Settling Defendant shall submit three (3) copies of all plans, reports, and data required by the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Defendant shall simultaneously submit two (2) copies of all such plans, reports, and data to the State. Upon request by EPA, Settling Defendant shall submit in electronic form all portions of any report or other deliverable Settling Defendant is required to submit pursuant to the provisions of this Consent Decree.

36. All reports and other documents submitted by Settling Defendant to EPA (other than the monthly and quarterly progress reports required by Paragraph 31) which purport to document Settling Defendant's compliance with the terms of this Consent Decree shall be signed by a Duly Authorized Representative of the Settling Defendant.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

37. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Defendant modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Defendant at least one notice of deficiency and an opportunity to cure within fourteen (14) days, or such other time as specified by EPA in such notice, except where to do so would cause serious disruption to the Work, or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate to EPA a bad faith lack of effort to submit an acceptable deliverable.

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

39. a. Upon receipt of a notice of disapproval pursuant to Paragraph 37(d), Settling Defendant shall, within fourteen (14) days, or such other time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XX (Stipulated

Penalties), shall accrue during the fourteen (14)-day period, or otherwise specified period, but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 40 and 41.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 37(d), Settling Defendant shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Defendant of any liability for stipulated penalties under Section XX (Stipulated Penalties).

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

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

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

XII. PROJECT COORDINATORS

43. The EPA Project Coordinator and Alternate Project Coordinator for this Site are:

EPA Project Coordinator
Huu Ngo (3HS21)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-3187 (phone)
(215) 814-3001 (telefax)

EPA Alternate Project Coordinator
Peter Ludzia (3HS21)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-3021 (phone)
(215) 814-3001 (telefax)

Within five (5) business days of the Effective Date of this Consent Decree, Settling Defendant will notify EPA, in writing, of the name, address and telephone number of its designated Project Coordinator and Alternate Project Coordinator. The Project Coordinator or the Alternate Project Coordinator may be the same person as the Resident Engineer and / or Supervising Contractor. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least five (5) working days before the change occurs, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendant's Project Coordinator and Alternate Project Coordinator shall be subject to acceptance or disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Defendant's Project Coordinator and Alternate Project Coordinator shall not be an attorney for the Settling Defendant in this matter. The Settling Defendant's Project Coordinator and Alternate Project Coordinator may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

44. Plaintiff may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator and Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

45. EPA's Project Coordinator and the Settling Defendant's Project Coordinator will

confer, at a minimum, on a monthly basis, unless EPA's Project Coordinator and the Settling Defendant's Project Coordinator agree otherwise.

XIII. PERFORMANCE GUARANTEE

46. Owner Settling Defendant represents that it holds fee simple interest in the Property and further represents that, as of the date of its execution of this Consent Decree, there is no encumbrance on the property that would prevent Plaintiff from establishing primary secured creditor status with respect to the Property. Within thirty (30) days of the Effective Date of this Consent Decree, the Owner Settling Defendant shall demonstrate that it holds fee simple interest in the Property and that it does not contest EPA recording and perfecting a lien pursuant to Section 107(*l*) of CERCLA, 42 U.S.C. § 9607(*l*), in the amount of $800,000 in all places necessary to preserve primary secured creditor status in favor of Plaintiff over the Property. The Owner Settling Defendant shall not voluntarily take any action or consent to any action that would prevent the EPA from perfecting its lien to establish its primary secured creditor status. Within thirty (30) days of the Effective Date of this Consent Decree, Owner Settling Defendant shall further establish and maintain financial security in any one of the following forms acceptable to EPA:

(a) A surety bond in the amount of $200,000 guaranteeing performance of the Work; or
(b) One or more irrevocable letters of credit equaling $200,000.

Thus, the total amount of Performance Guarantee provided pursuant to this Paragraph is $1,000,000 (hereinafter "Estimated Cost of the Work").

47. In addition to the forgoing financial security set forth in Paragraph 46 above, within thirty (30) days of the Effective Date of this Consent Decree, Settling Owner Defendant shall also purchase an insurance policy upon the life of John Rex, CEO of Rexmet Corporation in the amount of $1,000,000.00. In the event that Mr. Rex dies prior to EPA's certification of completion of the Remedial Action at the Rexmet Facility pursuant to Paragraph 52(b) of this Consent Decree, Settling Owner Defendant shall place the proceeds of the insurance policy into a trust fund, approved by EPA, which shall be used to guarantee the completion of the Work at the Property. The amount of the proceeds placed into the trust fund shall equal the amount of the Performance Guarantee as may be reduced pursuant to Paragraph 50.a.

48. After creation of a trust fund acceptable to EPA pursuant to Paragraph 47 above, EPA agrees to release its lien on the Property, and EPA will agree to the termination of the surety bond or irrevocable letter(s) of credit maintained pursuant to Paragraph 46 above.

49. The commencement of any Work Takeover pursuant to Paragraph 90 (Work Takeover) shall trigger EPA's right to receive the benefit of any Performance Guarantee(s)

provided pursuant to Paragraphs 46 and/or 47 above, and at such time EPA shall have immediate access to resources guaranteed under any such Performance Guarantee(s), whether in cash or in kind, as needed to continue and complete the Work assumed by EPA under the Work Takeover.

50. Modification of Amount, Change of Form and/or Release of Performance Guarantee.

a. Reduction of Amount of Performance Guarantee. If Settling Defendant believes that the estimated cost to complete the remaining Work has diminished below the amount of the Estimated Cost of the Work, Settling Defendant may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, petition EPA in writing to request a reduction in the amount of the Performance Guarantee provided pursuant to this Section so that the amount of the Performance Guarantee is equal to the estimated cost of the remaining Work to be performed. Settling Defendant shall submit a written proposal for such reduction to EPA that shall specify, at a minimum, the cost of the remaining Work to be performed and the basis upon which such cost was calculated. To the extent that EPA holds a lien on the Property pursuant to Paragraph 46 above, any reduction in the Performance Guarantee will first be applied to the value of such lien, and only then be applied to any other form of Performance Guarantee held pursuant to Paragraphs 46 and/or 47. In seeking approval for a revised or alternative form of Performance Guarantee, Settling Defendant shall follow the procedures set forth in Paragraph 50(b)(ii). If EPA decides to accept such a proposal, EPA shall notify the petitioning Settling Defendant of such decision in writing. After receiving EPA's written acceptance, Settling Defendant may reduce the amount of the Performance Guarantee in accordance with and to the extent permitted by such written acceptance. In the event of a dispute, Settling Defendant may reduce the amount of the Performance Guarantee required hereunder only in accordance with a final administrative or judicial decision resolving such dispute. No change to the form or terms of any Performance Guarantee provided under this Section, other than a reduction in amount, is authorized except as provided in Paragraphs 47, 48 or 50(b) of this Consent Decree.

b. Change of Form of Performance Guarantee.

(i) If, after entry of this Consent Decree, Settling Defendant desires to change the form or terms of any Performance Guarantee provided pursuant to this Section, Settling Defendant may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, petition EPA in writing to request a change in the form of the Performance Guarantee provided hereunder. The submission of such proposed revised or alternative form of Performance Guarantee shall be as provided in Paragraph 50(b)(ii) of this Consent Decree. Any decision made by EPA on a petition submitted under this subparagraph (b)(i) shall be made in EPA's sole and unreviewable discretion, and such decision shall not be subject to challenge by Settling Defendant pursuant to the dispute

resolution provisions of this Consent Decree or in any other forum.

(ii) Settling Defendant shall submit to EPA a written proposal for any revised or alternative form of Performance Guarantee. The written proposal shall specify, at a minimum, the estimated cost of the remaining Work to be performed, the basis upon which the cost estimation was calculated, and the proposed revised or alternative form of Performance Guarantee, including all proposed instruments or other documents required in order to make the proposed Performance Guarantee legally binding. The proposed revised or alternative form of Performance Guarantee must satisfy all requirements set forth or incorporated by reference in this Section. Settling Defendant shall submit such proposed revised or alternative form of Performance Guarantee to the EPA in accordance with Section XXVI (Notices and Submissions) of this Consent Decree. EPA shall notify Settling Defendant in writing of its decision to accept or reject a revised or alternative Performance Guarantee submitted pursuant to this subparagraph. Within ten days after receiving a written decision approving the proposed revised or alternative Performance Guarantee, Settling Defendant shall execute and/or otherwise finalize all instruments or other documents required in order to make the selected Performance Guarantee legally binding in a form substantially identical to the documents submitted to EPA as part of the proposal, and such Performance Guarantee shall thereupon be fully effective. Within thirty (30) days of receiving a written decision approving the proposed revised or alternative Performance Guarantee, Settling Defendant shall submit to EPA all executed and/or otherwise finalized instruments or other documents required in order to make the selected Performance Guarantee legally binding.

c. Release of Performance Guarantee. If Settling Defendant receives written notice from EPA in accordance with Paragraph 52(b) that the Work has been completed, or if EPA otherwise so notifies Settling Defendant in writing, Settling Defendant may thereafter release, cancel, or discontinue the Performance Guarantee provided pursuant to this Section. Settling Defendant(s) shall not release, cancel, or discontinue any Performance Guarantee provided pursuant to this Section except as provided in this subparagraph. In the event of a dispute, Settling Defendant may release, cancel, or discontinue the Performance Guarantee required hereunder only in accordance with a final administrative or judicial decision resolving such dispute.

XIV. CERTIFICATION OF COMPLETION

51. Completion of the Remedial Action

a. Within ninety (90) days after Settling Defendant concludes that the Remedial Action has been fully performed and the Performance Standards have been attained, Settling Defendant shall schedule and conduct a pre-certification inspection to be attended by Settling Defendant and EPA. If, after the pre-certification inspection, the Settling Defendant still believes that the Remedial Action has been fully performed and the Performance Standards have been attained, it shall submit a written report requesting certification to EPA for approval, with a copy to the State, pursuant to Section XI (EPA Approval of Plans and Other Submissions) within thirty (30) days of the inspection. In the report, a registered professional engineer and the Settling Defendant's Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall contain the following statement, signed by a Duly Authorized Representative of Settling Defendant or the Settling Defendant's Project Coordinator:

> "To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If, after completion of the pre-certification inspection and receipt and review of the written report, EPA, after reasonable opportunity for review and comment by the State, determines that the Remedial Action or any portion thereof has not been completed in accordance with this Consent Decree or that the Performance Standards have not been achieved, EPA will notify Settling Defendant in writing of the activities that must be undertaken by Settling Defendant pursuant to this Consent Decree to complete the Remedial Action and achieve the Performance Standards. Provided, however, that EPA may only require Settling Defendant to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Paragraph 14(b) (Modification of the Work). EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree or require the Settling Defendant to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendant shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to its right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent report requesting

Certification of Completion and after a reasonable opportunity for review and comment by the State, that the Remedial Action has been performed in accordance with this Consent Decree and that the Performance Standards have been achieved, EPA will so certify in writing to Settling Defendant. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section XXI (Covenants Not to Sue by Plaintiff). Certification of Completion of the Remedial Action shall not affect Settling Defendant's obligations under this Consent Decree.

52. Completion of the Work

a. Within ninety (90) days after Settling Defendant concludes that all phases of the Work (including O & M), have been fully performed, Settling Defendant shall schedule and conduct a pre-certification inspection to be attended by Settling Defendant and EPA. If, after the pre-certification inspection, the Settling Defendant still believes that the Work has been fully performed, Settling Defendant shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a Duly Authorized Representative of Settling Defendant or the Settling Defendant's Project Coordinator:

> "To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If, after review of the written report, EPA, after reasonable opportunity for review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Defendant in writing of the activities that must be undertaken by Settling Defendant pursuant to this Consent Decree to complete the Work. Provided, however, that EPA may only require Settling Defendant to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Paragraph 14(b) (Modification of the Work). EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree or require the Settling Defendant to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendant shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to its right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

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

Decree, EPA will so notify the Settling Defendant in writing.

XV. EMERGENCY RESPONSE

53. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Defendant shall, subject to Paragraph 54, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Defendant shall notify the EPA Region III Hotline at (215) 814-3255. Settling Defendant shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to this Consent Decree. In the event that Settling Defendant fails to take appropriate response action as required by this Section, and EPA or, as appropriate, the State takes such action instead, Settling Defendant shall reimburse EPA and the State all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Payment of Response Costs).

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

XVI. PAYMENT OF RESPONSE COSTS

55. a. Plaintiff enters into this Consent Decree based on Settling Defendant's representations regarding its financial condition.

b. This Consent Decree does not constitute an adjudication of Settling Defendant's ability to pay any amount.

c. Settling Defendant contends that it has a limited ability to pay the response costs incurred in connection with the Site and has submitted financial information, including documents, to Plaintiff to support this contention. Plaintiff has reviewed this information, and in reliance on the truth and completeness of that information and Settling Defendant's

representations, Plaintiff has entered into this Consent Decree with Settling Defendant based upon the Settling Defendant's limited ability to pay the response costs incurred, and to be incurred, by Plaintiff. Settling Defendant, by signing this Consent Decree, certifies that, to the best of its knowledge, information, and belief:

(i) The financial data and information provided to Plaintiff and identified in Appendix C to this Consent Decree is true, accurate, and complete;

(ii) The financial data and information provided to Plaintiff and identified in Appendix C to this Consent Decree fairly, accurately, and materially sets forth Settling Defendant's financial circumstances; and

(iii) Settling Defendant's financial circumstances have not materially changed between the time the data and information were submitted to the United States and the time Settling Defendant executed this Consent Decree.

56. Plaintiff's entry into this Consent Decree is made in express reliance and is dependent upon Settling Defendant's financial certifications listed in Paragraph 55(c). If, at any time, the United States determines that Settling Defendant's financial certification was false, inaccurate, or incomplete as to any representation, the United States reserves the right to petition the Court for further relief from Settling Defendant including, but not limited to, reimbursement of all response costs incurred at or in connection with the Site which have not been recovered or, if the United States deems it appropriate, to institute further action based upon CERCLA or the terms of this Consent Decree and any violation thereof. Should the United States petition the Court for further relief or institute further action pursuant to this Paragraph, Settling Defendant waives its right to assert any statute of limitations, laches, waiver, or estoppel defenses to such petitions or such further action. This reservation shall be in addition to and not in place of any remedies the United States may have for false statements made to the United States including, but not limited to, the sanctions provided by 18 U.S.C. § 1001.

57. Payment of Past Response Costs

Settling Defendant shall pay to EPA a total of $250,000.00 plus interest in partial payment of the United States' Past Response Costs in two payments as follows:

* The first payment of $125,000.00 shall be due to EPA within 30 days of the Effective Date of this Consent Decree; and

* The second payment of $125,000.00 plus Interest shall be due to EPA within one year of the Effective Date of this Consent Decree.

Both payments shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number USAO 2006V00472, EPA Site/Spill No. 03W9 and DOJ Case Number 90-11-2-06024/16. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation Unit of the United States Attorney's Office for the Eastern District of Pennsylvania following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Settling Defendant shall send notice that such payment has been made to the United States as specified in Section XXVI (Notices and Submissions) and to

Docket Clerk (3RC00)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Barbara Borden (3PM30)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

The total amount to be paid pursuant this Paragraph shall be deposited in the North Penn Six Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions, including oversight, at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

58. Payment of Future Response Costs.

a. If the United States incurs Future Response Costs in connection with efforts to secure access related to the Remedial Action at the Rexmet Facility pursuant to Section IX (Access and Institutional Controls), Settling Defendant shall reimburse the EPA Hazardous Substance Superfund for all such costs not inconsistent with the National Contingency Plan. If the United States incurs such Future Response Costs, the United States will send Settling Defendant a bill requiring payment. The bill will include a cost summary that sets forth direct and indirect costs incurred by EPA, DOJ, and their contractors. Settling Defendant shall make all payments pursuant to this Paragraph within thirty (30) days of Settling Defendant's receipt of each bill requiring payment, except as otherwise provided in Paragraph 59. The Settling Defendant shall make all payments required by this Paragraph in the form of a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund" and referencing the EPA Region and Site/Spill ID No. 03W9, the DOJ case number 90-11-2-06024/16, and the name and address

of the party making payment. The Settling Defendant shall send the check(s) to

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

Settling Defendant shall send a copy of each check to the United States as specified in Section XXVI (Notices and Submissions) and to

Docket Clerk (3RC00)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029,

and

Barbara Borden (3PM30)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

b. Notwithstanding subsection a of this Paragraph, Settling Defendant shall not be obligated to reimburse EPA for any costs incurred in connection with securing access to any private residences in order to provide hook ups to public water supplies.

59. Settling Defendant may contest payment of any Future Response Costs under Paragraph 58 if it determines that the United States has made an accounting error or if it alleges that a cost item that is included represents costs that are inconsistent with the NCP or not connected with efforts to secure access pursuant to Section IX (Access). Such objection shall be made in writing within thirty (30) days of receipt of the bill and must be sent to the United States pursuant to Section XXVI (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Defendant shall within the thirty (30) day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph 58. Simultaneously, the Settling Defendant shall establish an interest-bearing escrow account in a federally-insured, duly chartered, bank in the Commonwealth of Pennsylvania and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendant shall send to the United States, as provided in Section XXVI (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs and a copy of the correspondence that establishes and funds the escrow account, including,

but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendant shall initiate the Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States prevails in the dispute, within five (5) days of the resolution of the dispute, the Settling Defendant shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 58. If the Settling Defendant prevails concerning any aspect of the contested costs, the Settling Defendant shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to the United States in the manner described in Paragraph 58; Settling Defendant shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendant's obligation to reimburse the United States for Future Response Costs.

60. In the event that the payments required by Paragraph 58 are not made within thirty (30) days of the Settling Defendant's receipt of the bill, Settling Defendant shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Settling Defendant's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to make timely payments under this Section. The Settling Defendant shall make all payments required by this Paragraph in the manner described in Paragraph 58.

XVII. INDEMNIFICATION AND INSURANCE

61. a. The United States does not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendant as EPA's authorized representative under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Settling Defendant shall indemnify, save, and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendant, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendant as EPA's authorized representative under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Further, the Settling Defendant agrees to pay the United States all costs it incurs including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Settling Defendant, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this

Consent Decree. The United States shall not be held out as a party to any contract entered into by or on behalf of Settling Defendant in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendant nor any such contractor shall be considered an agent of the United States.

b. The United States shall give Settling Defendant notice of any claim for which the United States plans to seek indemnification pursuant to Paragraph 61(a), and shall consult with Settling Defendant prior to settling such claim.

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

63. No later than fifteen (15) days before commencing any on-site Work, Settling Defendant shall secure, and shall maintain comprehensive general liability insurance with limits of five million dollars, combined single limit, and automobile liability insurance with limits of $500,000.00, combined single limit, naming the United States as an additional insured. In addition, for the duration of this Consent Decree, Settling Defendant shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendant in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Defendant shall provide to EPA certificates of such insurance and a copy of each insurance policy. Settling Defendant shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date of this Consent Decree. If Settling Defendant demonstrates by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Defendant need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor. Settling Defendant may satisfy the provisions of this Paragraph if it submits to EPA for approval one of the financial assurance mechanisms of Section XIII (Performance Guarantee) in at least the amounts stated in this Paragraph demonstrating that Settling Defendant is able to pay any claims arising out of Settling Defendant's performance of its obligations under this Consent Decree. Such financial assurance mechanism shall meet all of the requirements of Section XIII (Performance Guarantee). If Settling Defendant seeks to utilize the mechanisms set forth in Section XIII to

satisfy the provisions of this Paragraph, it must demonstrate an ability to pay the amounts required under this Paragraph, above and beyond that required by the obligations of Section XIII.

XVIII. FORCE MAJEURE

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

65. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendant shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator within forty-eight (48) hours of when Settling Defendant first knew that the event might cause a delay. Within five (5) days thereafter, Settling Defendant shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Settling Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of the Settling Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Defendant shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Settling Defendant shall be deemed to know of any circumstance of which Settling Defendant, any entity controlled by Settling Defendant, or Settling Defendant's contractors knew or should have known.

66. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the

time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Defendant in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

67. If the Settling Defendant elects to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution), it shall do so no later than fifteen (15) days after receipt of EPA's notice. In any such proceeding, Settling Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Defendant complied with the requirements of Paragraphs 64 and 65, above. If Settling Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Settling Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

XIX. DISPUTE RESOLUTION

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

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

70. a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within ten (10) days after the conclusion of the informal negotiation period, Settling Defendant invokes the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendant. The Statement of Position shall specify the Settling Defendant's position as to whether formal dispute resolution should

proceed under Paragraph 71 or Paragraph 72.

b. Within fourteen (14) days after receipt of Settling Defendant's Statement of Position, EPA will serve on Settling Defendant its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 71 or 72. Within seven (7) days after receipt of EPA's Statement of Position, Settling Defendant may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendant as to whether dispute resolution should proceed under Paragraph 71 or 72, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by EPA to be applicable. However, if the Settling Defendant ultimately appeals to the Court to resolve the dispute, the Court shall determine which Paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 71 and 72.

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

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Hazardous Site Cleanup Division, EPA Region III, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 71(a). This decision shall be binding upon the Settling Defendant, subject only to the right to seek judicial review pursuant to Paragraph 71(c) and (d).

c. Any administrative decision made by EPA pursuant to Paragraph 71(b) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendant with the Court and served on all Parties within ten (10) days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States

may file a response to Settling Defendant's motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendant shall have the burden of demonstrating that the decision of the Director of the Hazardous Sites Cleanup Division, EPA Region III, is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 71(a).

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

a. Following receipt of Settling Defendant's Statement of Position submitted pursuant to Paragraph 70, the Director of the Hazardous Sites Cleanup Division, EPA Region III, will issue a final decision resolving the dispute. The Director's decision shall be binding on the Settling Defendant unless, within ten (10) days of receipt of the decision, the Settling Defendant files with the Court and serves on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendant's motion.

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

73. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of the Settling Defendant under this Consent Decree unless EPA or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 80. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

XX. STIPULATED PENALTIES

74. Settling Defendant shall be liable for stipulated penalties in the amounts set forth in Paragraphs 75 and 76 to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVIII (Force Majeure). "Compliance" by Settling Defendant shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in

accordance with all applicable requirements of law, this Consent Decree, and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

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

Penalty Per Violation Per Day	Period of Noncompliance
$5,000	1st through 14th day
$10,000	15th through 30th day
$15,000	31st day and beyond

b. Failure to comply with requirements of Section VI (Performance of the Work by Settling Defendant), Section VII (Remedy Review), Section VIII (Quality Assurance, Sampling, and Data Analysis), Section XI (EPA Approval of Plans and Other Submissions), and Section XV (Emergency Response).

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

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$600	15th through 30th day
$700	31st day and beyond

b. All requirements of this Consent Decree that are not identified in Paragraph 75(b) of this Consent Decree.

77. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 90 (Work Takeover) of Section XXI (Covenants Not to Sue by Plaintiff), Settling Defendant shall be liable for a stipulated penalty in the amount of $10,000.00.

78. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendant of any deficiency; (2) with respect to a decision by the Director of the Hazardous Sites Cleanup Division, EPA Region III, under Paragraph 71(b) or 72(a) of Section XIX (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Defendant's reply to EPA's Statement of

Position is received until the date that the Director of the Hazardous Sites Cleanup Division, EPA Region III, issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XIX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

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

80. All penalties accruing under this Section shall be due and payable to the United States within thirty (30) days of the Settling Defendant's receipt from EPA of a demand for payment of the penalties, unless Settling Defendant invokes the Dispute Resolution procedures under Section XIX (Dispute Resolution). All payments to the United States under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substance Superfund," shall be mailed to

U.S. EPA Region III
Attention: Superfund Accounting
P.O. Box 360515
Pittsburgh, PA 125251-6515.

Payments shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID No. 03W9, the DOJ Case Number 90-11-2-06024/16, and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States as provided in Section XXVI (Notices and Submissions), and to

Docket Clerk (3RC00)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Barbara Borden (3PM30)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

81. The payment of penalties shall not alter in any way Settling Defendant's obligation to complete the performance of the Work required under this Consent Decree.

82. Penalties shall continue to accrue as provided in Paragraph 73 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA and the State within fifteen (15) days of the agreement or the receipt of EPA's decision or order;

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

c. If the District Court's decision is appealed by any Party, Settling Defendant shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within sixty (60) days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within fifteen (15) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA and the State or to Settling Defendant to the extent that it prevails.

83. a. If Settling Defendant fails to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties, as well as Interest. Settling Defendant shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 80.

b. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Settling Defendant's violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA. Provided, however, that for any particular violation of this Consent Decree, the United States shall be limited to either demanding stipulated penalties pursuant to this Section XX of the Consent Decree or pursuing civil penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9621(l).

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

XXI. COVENANTS NOT TO SUE BY PLAINTIFF

85. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Paragraphs 86, 87, and 89 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), relating to the Site. Except with respect to future liability, these covenants not to sue shall take effect upon entry of this Consent Decree. With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by EPA pursuant to Paragraph 51(b) of Section XIV (Certification of Completion). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendant and do not extend to any other person.

86. United States' Pre-Certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendant to perform further response actions relating to Operable Unit 3 of the Site or to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

a. Conditions at the Site, previously unknown to EPA, are discovered, or

b. Information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicate that the Remedial Action is not protective of human health or the environment.

87. United States' Post-Certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendant to perform further response actions relating to Operable Unit 3 of the Site or to reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

a. Conditions at the Site, previously unknown to EPA, are discovered, or

b. Information, previously unknown to EPA, is received, in whole or in part,

and these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

88. For purposes of Paragraph 86, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date the ROD was signed and set forth in the Record of Decision and the administrative record supporting the Record of Decision. For purposes of Paragraph 87, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative records supporting the Record of Decision, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this Consent Decree or any other Consent Decree for Remedial Design and/or Remedial Action with respect to the Site, or received by EPA as a consequence of its conduct of Remedial Design, Remedial Action or oversight activities at the Site prior to Certification of Completion of the Remedial Action.

89. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 85. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters, including but not limited to, the following:

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

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

c. liability based upon the Settling Defendant's

(1) ownership or operation of the Site, or

(2) transportation, treatment, storage or disposal of Waste Material at or in connection with the Site,

other than as provided in the ROD, the Work or otherwise ordered by EPA.

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

e. criminal liability;

f. liability for violations of federal or state law which occur during or after implementation of the Remedial Action;

g. liability, prior to Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve Performance Standards, but that cannot be required pursuant to Paragraph 14 (Modification of the Work); and

h. claims based on a failure by Settling Defendant to fulfill the requirements of the Administrative Order on Consent for Remedial Investigation / Feasibility Study, Docket No. III-95-41-DC.

90. Work Takeover. In the event EPA determines that Settling Defendant has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portions of the Work as EPA determines necessary. Settling Defendant may invoke the procedures set forth in Section XIX (Dispute Resolution), Paragraph 71, to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Settling Defendant shall pay pursuant to Section XVI (Payment of Response Costs).

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

XXII. COVENANTS BY SETTLING DEFENDANT

92. Covenant Not to Sue. Subject to the reservations in Paragraph 92, Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States with respect to the Site, including, but not limited to:

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

b. any claims against the United States, including any department, agency or instrumentality of the United States under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, related to the Site, or

c. any claims arising out of response activities at or in connection with the Site, including claims based on EPA's and the State's selection of response actions, oversight of response activities or approval of plans for such activities; and any claim under the United States Constitution, the Pennsylvania Constitution, the Tucker Act, 28 U.S.C. §1491, the Equal Access to Justice Act, 28 U.S.C. §2412, as amended, or at common law.

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

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

95. Settling Defendant agrees to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against the following persons:

a. any person (i) whose liability to Settling Defendant with respect to the Site is based solely on Sections 107(a)(3) or (4) of CERCLA, 42 U.S.C. §§ 9607(a)(3) or (4); (ii) who arranged for the disposal, treatment, or transport for disposal or treatment, or accepted for transport for disposal or treatment, of only Municipal Solid Waste or Sewage Sludge owned by such person; and (iii) who is a Small Business, a Small Non-profit Organization, or the Owner, Operator, or Lessee of Residential Property; and

b. any person (i) whose liability to Settling Defendant with respect to the Site is based solely on Sections 107(a)(3) or (4) of CERCLA, 42 U.S.C. §§ 9607(a)(3) or (4); and (ii) who arranged for the disposal, treatment, or transport for disposal or treatment, or accepted for

transport for disposal or treatment, of 55 gallons or less of liquid materials containing hazardous substances, or 100 pounds or less of solid materials containing hazardous substances, except where EPA has determined that such material contributed or could contribute significantly to the costs of response at the Site.

XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

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

97. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendant is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Consent Decree. For purposes of this Consent Decree, "matters addressed" shall include all costs incurred and to be incurred at the Site and all response actions taken or to be taken at the Site.

98. The Settling Defendant agrees that with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree it will notify the United States and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim.

99. The Settling Defendant also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree it will notify in writing the United States within ten (10) days of service of the complaint on it. In addition, Settling Defendant shall notify the United States and the State within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial.

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

XXIV. ACCESS TO INFORMATION

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

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

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

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

XXV. RETENTION OF RECORDS

104. Until six (6) years after the Settling Defendant's receipt of EPA's notification pursuant to Paragraph 52(b) (Completion of the Work) of Section XIV (Certification of

Completion), Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, and all documents and records that relate to the liability of any other person under CERCLA with respect to the Site. Settling Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or final version of any documents or records (including documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that Settling Defendant (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

105. At the conclusion of this document retention period, Settling Defendant shall notify the United States and the State at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Defendant shall deliver any such records or documents to EPA or the State. If the United States has not responded to Settling Defendant's notice prior to the time Settling Defendant intends to destroy the records or documents, Settling Defendant shall deliver all such records and documents to EPA no earlier than ten (10) days after providing an additional written notice that such records and documents will be delivered, unless EPA provides otherwise after receiving such notice. The Settling Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege, it shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendant. However, no documents, reports, or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

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

XXVI. NOTICES AND SUBMISSIONS

107. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State, and the Settling Defendant, respectively.

As to the United States:
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DOJ # 90-11-2-06024/16

As to EPA:
Huu Ngo (3HS21)
EPA Project Coordinator
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Thomas A. Cinti (3RC42)
Senior Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

As to the Settling Defendant:
Brian K. Loughnane, P.G.
Senior Hydrologist
Synergy Environmental, Inc.
1304 Conshohocken Blvd, Suite 202
Conshohocken, PA 19428

XXVII. EFFECTIVE DATE

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

XXVIII. RETENTION OF JURISDICTION

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

XXIX. APPENDICES

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

"Appendix A" is the Record of Decision.

"Appendix B" is the Draft Easement.

"Appendix C" is the List of Financial Information Submitted by Settling Defendant.

XXX. COMMUNITY RELATIONS

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

XXXI. MODIFICATION

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

113. Except as otherwise provided in this Paragraph, no modifications shall be made to provisions of this Consent Decree without written notification to and written approval of the

United States, Settling Defendant, and the Court. Prior to providing its approval to any modification to the provisions of this Consent Decree, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to the Remedial Design Work Plan, Remedial Action Work Plan, and any other plan approved by EPA under this Consent Decree that do not materially alter the requirements of those documents may be made by written agreement between the EPA Project Coordinator, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Settling Defendant. Modifications to the Work made pursuant to Paragraph 14 (Modification of the Work) may be made by EPA. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

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

115. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXIII. SIGNATORIES / SERVICE

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

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

118. Settling Defendant shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of Settling Defendant with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any

applicable local rules of this Court, including, but not limited to, service of a summons.

XXXIV. FINAL JUDGMENT

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

SO ORDERED THIS _____ DAY OF _____, 20____.

_____
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Rexmet Corporation relating to the North Penn Area Six Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 7 June 2007

RONALD J. TENPAS
Acting Assistant Attorney General
Environment and Natural Resources Division

Date: 31 May 2007

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Date: APR 12 2007

DONALD S. WELSH
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U.S. Environmental Protection Agency Region III
1650 Arch Street
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Date: 3/28/07

WILLIAM C. EARLY
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Date: 3/22/07

THOMAS A. CINTI
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency Region III
1650 Arch Street
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THE UNDERSIGNED PARTY enters into this Consent Decree, relating to the North Penn Area 6 Superfund Site.

FOR REXMET CORPORATION

Date: 3-7-07

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

Name:	Carl B. Everett
Title:	Partner
Address:	Saul Ewing LP 3800 Centre Square West 1500 Market Street Philadelphia, PA 19102-2186
Phone:	215-972-7171

APPENDIX A – Record of Decision

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SUPERFUND PROGRAM
RECORD OF DECISION

North Penn Area 6 Superfund Site
Lansdale Borough, Montgomery County, Pennsylvania

PART I - DECLARATION

SITE NAME AND LOCATION

North Penn Area 6 Site (Operable Unit 3)
Lansdale Borough, Montgomery County, Pennsylvania

STATEMENT OF BASIS AND PURPOSE

This Record of Decision (ROD) presents the selected remedial action for Operable Unit 3 (OU3) for the North Penn Area 6 Site, chosen in accordance with the requirements of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, and to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). This action is based on the Administrative Record file for the Site.

The Commonwealth of Pennsylvania concurs with the selected remedy. A copy of the concurrence letter is included in the Administrative Record file for the Site.

ASSESSMENT OF THE SITE

Pursuant to duly delegated authority, I hereby determine, pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, that actual or threatened releases of hazardous substances from this Site, as discussed in "Summary of Site Risks", Section VI, if not addressed by implementing the response actions selected in this ROD, may present an imminent and substantial endangerment to public health, welfare, or the environment.

DESCRIPTION OF THE SELECTED REMEDY

Operable Unit 3 is the third operable unit for the Site. OU3 addresses contaminated ground water, which is the principal threat posed by the Site. The selected remedy ensures safe-drinking water for the public and protection from further site-related ground water contamination. OU1 addresses the EPA funded investigation and remedy for soil contamination at 20 of the 26 potentially responsible parties/properties. OU2 addresses the PRP funded investigation and remedy for soil contamination at the remaining 6 properties.

The major components of the selected remedy include:

1. Completion of a ground water remedial design study to determine the most efficient design of a ground water extraction and treatment system.

2. Installation, operation and maintenance of onsite ground water extraction wells to remove contaminated ground water from beneath the Site and to prevent contaminants from migrating offsite.

3. Installation, operation and maintenance of air stripping treatment at onsite ground water extraction wells to treat ground water to required levels.

4. Construction, operation and maintenance of a pipeline from the onsite ground water treatment systems to the nearest surface water body or storm drain leading to a surface water body.

5. Periodic sampling of ground water and treated water to ensure treatment components are effective and ground water remediation is progressing towards the cleanup goals.

STATUTORY DETERMINATIONS

The remedy is protective of human health and the environment and is cost effective. EPA believes that the selected remedy will comply with all Federal and State requirements that are legally applicable or relevant and appropriate to the remedial action, unless they are waived. The selected remedy utilizes a permanent solution to the maximum extent practicable and satisfies the statutory preference for a remedy that employs treatment that reduces toxicity, mobility, or volume.

Because this remedy will result in hazardous substances remaining on-Site above health-based risk levels, a review by EPA will be conducted within five years after initiation of the remedial action to ensure that the remedy continues to provide adequate protection of human health and the environment.

8/10/00
Date

Abraham Ferdas, Director
Hazardous Site Cleanup Division
Region III

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RECORD OF DECISION

NORTH PENN AREA 6 SITE

PART II - DECISION SUMMARY

I. SITE NAME, LOCATION AND DESCRIPTION

The North Penn Area 6 Site (NP6 or "Site") is located within North Penn Water Authority (NPWA) service district in Montgomery County, Pennsylvania (Figure 1-1) and was placed on the National Priority List (NPL) in March 1989. Five other NPL sites (Areas 1, 2, 5, 7, and 12) and a state Superfund site (Area 4) have also been identified in the North Penn area.

The Area 6 Site is in the Borough of Lansdale and small portions of Hatfield, Towamencin, and Upper Gwynedd townships. NUS Corporation (1986) identified the preliminary boundary of the Area 6 Site based on ground water quality (Figure 1-2). The Site is located in a mixed industrial, commercial and residential setting. Ground water over an estimated four square miles has been contaminated as a result of activities at various locations of the Site. Primary contaminants include trichloroethene (TCE), tetrachloroethene (PCE) and cis-1,2-dichloroethene (cis-1,2-DCE).

Lansdale and the surrounding area are underlain by sedimentary rocks of the Brunswick and Lockatong Formations. The lower beds of the Brunswick Formation consist predominantly of mudstones, clay and mud-shales, and siltstones. Ground water originates from infiltration of local precipitation and discharges to streams and pumping wells. After infiltrating through soil and shallow, weathered bedrock, ground water moves through fractures in the bedrock.

Ground water is a major drinking water source at the Site. The NPWA treats the contaminated ground water from several wells before being delivered to the public. There are also residents who depend on private wells for their drinking water supply. EPA arranged for the connection of a number of residences to public water supplies. These residences had formerly used private wells for drinking water, but the wells had become contaminated. Because of the extensive use of ground water in the Lansdale area, minimization and control of existing contamination is critical to the continued beneficial use of the aquifer.

II. SITE HISTORY AND ENFORCEMENT ACTIVITIES

The Site was discovered in 1979 when the NPWA discovered elevated levels of contamination in its wells. The wells were immediately taken out of service because of the high levels of TCE in the ground water. The NPWA began sampling of several wells in the area in 1979, to determine the types and levels of contamination in the ground water.

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Ground water samples had been collected at several locations in Area 6 over varying periods of time prior to the OU3 RI. Previous sampling data was available for the following locations:

NPWA production wells;
Wells at the J.W. Rex Company property;
Keystone Hydraulics wells and test holes;
Wells at John Evans and Sons, American Olean Tile, Royal Cleaners, Andale, Lehigh Valley Dairies, Decision Data, K and K Laundry, Penndale Coffee, Rybond Industrial Park, Philadelphia Toboggan/Skee Ball, Weaver, Lansdale Sewage Treatment Plant, Crystal Soap and Derstine; and
Residential wells

An examination of this data showed that in all municipal wells containing detectable volatile organics, the major contaminant was TCE. In well L-8 (approximately 600 feet NE of Keystone Hydraulics), PCE, vinyl chloride, and cis-1,2-DCE were also detected. Well L-8 was the most contaminated of all Area 6 municipal wells with TCE concentrations ranging from 300 to 935 g/l.

Among the industrial wells, the highest concentrations of contaminants were found at Keystone Hydraulics and Rybond, Inc. in central Lansdale, at John Evans and Sons and Philadelphia Toboggan/Skee Ball to the east and at J.W. Rex to the north. Another area of high levels of contamination, predominantly PCE, was in the vicinity of Royal Cleaners.

Among residential wells, the predominant contaminants were TCE and cis-1,2- DCE. PCE was predominant at one location. No vinyl chloride was detected in the residential well samples. Of the 31 residential wells for which analyses were available, about half (16) contained no volatile organics above the detection limit. Residential wells exhibiting detectable organic contamination were found primarily in the vicinity of Lehigh Valley Dairies, J.W. Rex, and Crystal Soap.

After the ground water contamination was identified, potentially responsible party (PRP) searches by EPA and others, identified 26 facilities in the area that may have contributed to the contamination. On August 5, 1991, EPA issued general notice letters to the owners and/or operators of each of the properties pursuant to Section 107(a) of CERCLA, to inform them of their potential Superfund liability as owners or operators of the properties. On June 30, 1992, EPA again notified the owners and/or operators of these properties of their potential liability for the Site. After several discussions with them concerning the nature and extent of EPA's work to be performed, the owners and operators of 20 of the properties indicated that they were not willing and/or able to perform or finance the Remedial Investigation for the Site. Therefore, EPA decided to perform the response action for these 20 properties with funds from the Superfund as authorized by Section 104 of CERCLA, 42 U.S.C. §9604. EPA grouped these 20 properties into Operable Unit 1 (OU1). The six properties whose owners or operators were willing and able to do the work themselves, were grouped into Operable Unit 2 (OU2).

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Operable Unit 1

In August 1993, EPA began a Source Control Remedial Investigation/Feasibility Study (RI/FS) for contaminated soils at the 20 properties in OU1. The objectives of the RI were to:

Define the nature and extent of contamination in the ground water at the Site and to further define the Site boundaries

Identify the nature and extent of contamination migration at the Site, including pathways related to ground water

Perform a risk assessment to evaluate any potential threat to human health and the environment

Develop and evaluate a range of final remedial action alternatives to control any identified human health or environmental threats for OU3.

Ten properties had soils that did not contain the contaminants of concern, and the remaining properties were found to have contaminated soils. On September 29, 1995, EPA issued a ROD that required the treatment or excavation and offsite disposal at four of these ten properties. This action has been completed by EPA at three properties (the former Keystone Hydraulics property, the Electra Products property, and the former Tate Andale property), and negotiations are ongoing with the current and previous owners at a fourth property (the John Evans Sons, Inc. property) to determine whether or not they will complete the cleanup. No remedial actions for soil were recommended at the remaining six properties, because the levels of contamination were not significantly impacting ground water.

Operable Unit 2

The PRP-lead investigation at the final six properties forms OU2. Under this operable unit, the owners or operators of these properties conducted the investigation of soil contamination in accordance with an Administrative Order on Consent (AOC) under EPA and Black and Veatch Special Project Corporation (BVSPC) oversight. Three of the properties are currently at various stages of remedial investigations. These are the Central Sprinkler property, the J.W. Rex property, and the former Parker Hannifin property. The remaining three properties have completed the AOC requirements, and were found to have none of the target contaminants in soils as specified in the AOC. These properties were therefore released from any further requirements under the AOC. These properties are listed below:

American Olean Tile
Borough of Lansdale
William M. Wilsons Sons

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The contaminated ground water at the North Penn Area 6 Site forms Operable Unit 3 (OU3).

III. HIGHLIGHTS OF COMMUNITY PARTICIPATION

Documents which EPA used to develop, evaluate and select a remedy for the Site have been maintained at the Lansdale Borough Public Library, Susquehanna Avenue and Vine Street, Lansdale, PA and at the EPA Region III Office, 1650 Arch Street, Philadelphia, PA.

The Proposed Plan was released to the public on December 9, 1999. The notice of availability for the RI/FS and Proposed Plan was published in *The Reporter* on December 9, 1999. In accordance with Sections 113(k)(2)(B)(I-v) and 117 of CERCLA, 42 U.S.C. §§ 9613 (k)(2)(B)(I-v) and 9617, EPA held a public comment period from December 9, 1999 through January 20, 2000, with a 30-day extension to February 19, 2000.

A public meeting was held during the public comment period on December 16, 1999. At the meeting , EPA presented a summary of the alternatives in the Proposed Plan and EPA's preferred remedy. EPA answered questions about the Site and the remedial alternatives. Approximately 10 people attended the meeting, including residents from the impacted area, PRPs, and media representatives. A summary of the comments received and EPA's responses are contained in Part III of this document.

IV. SCOPE AND ROLE OF RESPONSE ACTIONS

The goal for the ground water pump and treat system is restoration of the aquifer to its beneficial use as a potable use aquifer. The cleanup goals are those specified in Table 1 (on Page 22) for the contaminants of concern. However, complete restoration of the entire contaminated portion of the aquifer associated with the North Penn Area 6 site is not anticipated due to the potential presence of dense, non-aqueous phase liquids (DNAPLS); the size of the plume, both laterally and vertically; and the long and varied pumping history by both water supply and industrial wells in the affected aquifer. During a future five year review assessment of the remedy, and once the extraction system has been operating and sufficient hydrogeological and chemical data have been collected, an evaluation of the technical impracticability to meet Applicable or Relevant and Appropriate Requirements (ARARs) for a limited area or areas of the aquifer will be made.

V. SUMMARY OF SITE CHARACTERISTICS

A. Regional Geology

Lansdale, Pennsylvania lies within the Triassic Lowlands section of the Piedmont physiographic province. Bedrock in the Lansdale Borough area is composed of the lower beds of the Brunswick Group and the older underlying Lockatong Formation. The Brunswick group consists of thin, discontinuous beds of reddish-brown shale interbedded with mudstone and

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siltstone. The total thickness of the Brunswick Formation in Montgomery County is approximately 9,000 feet, but thins to zero at locations where the underlying unit outcrops.

The Lockatong consists of massive beds of medium and dark gray argillite interbedded with thin beds of gray to black shale and siltstone. The Lockatong is more resistant to erosion than the Brunswick and tends to form low ridges when outcropping at the surface. The maximum thickness of the Lockatong, in the vicinity of the Site, is approximately 4,000 feet.

The Stockton Formation underlies the Lockatong and consists of interbedded layers of sandstone and shale. The formation is typically divided into three members: the upper member, made of very fine grained arkose and siltstone with an extremely hard and resistant layer of red and gray shale; the middle member, made of brown, red and gray fine to medium grained arkosic sandstone with thick beds of red shale and siltstone; the lower member, made of red to gray, medium to coarse grained arkosic sandstone and conglomerate. In the vicinity of the Site, the total thickness of the Stockton is approximately 6,000 feet.

B. Soils

Most of the soils in Montgomery County, especially in the vicinity of the Site, are moderate to deep in depth and gently sloping. They are generally acidic and have moderately slow drainage.

Only limited site-specific soil data is available. Because of the amount of construction in the urbanized part of the Site, not much native or undisturbed soil is expected to be present. Soil that is present probably consists mostly of residual soil reworked by construction activity. During soil sampling at the Keystone Hydraulics facility, NPWA encountered up to nine feet of soil. Subsurface soil sampling using the Geoprobe method during the source control RI usually encountered refusal at less than 10 feet of depth. The refusal layer, presumably bedrock, lies mostly at five to seven feet below the ground surface.

C. Topography and Surface Drainage

The Site is located within the Piedmont Physiographic Province in the Triassic Lowland and is underlain by the Triassic sedimentary rocks of the Newark Basin. The surrounding topography is generally flat to gently rolling, with low ridges and hills underlain by sedimentary rocks that are more resistant to erosion and, in some cases, by even more resistant igneous rocks intruded into the sedimentary deposits.

The Lansdale area is a relatively flat upland terrain which forms a surface water divide between the Wissahickon Creek to the southeast, Towamencin Creek to the west and southwest, and tributaries of the West Branch of the Neshaminy Creek to the north and northeast. The study area is drained by Neshaminy Creek and its tributaries, that flow generally eastward and discharge ultimately into the Delaware River, and by Towamencin and Wissahickon Creeks and their tributaries, which generally flow southward to the Schuykill River. Surface elevations vary

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from approximately 200 to 600 feet above mean sea level.

In the vicinity of the Site, surface runoff mostly moves toward the unnamed tributaries of the West Branch of Neshaminy Creek, toward Wissahickon Creek, or toward the tributaries of Towamencin Creek, although some runoff may be directed elsewhere by storm water collection systems.

D. Hydrogeology

Ground water occurs and flows mainly in the joints and fractures of the bedrock, after infiltrating down through soil and weathered bedrock. Primary porosity and the storage capacity of the bedrock is very low. The well developed, nearly vertical joints occurring in many of the rock units are the primary pathways for ground water flows. The distribution of these fractures controls the general flow of ground water. The intergranular porosity in sandstone may act as storage for ground water, but ground water flow in the primary porosity is limited.

Ground water in the Brunswick/Lockatong may be unconfined, semi-confined, perched or confined conditions. In general, the upper part of the aquifer is under unconfined conditions. Separate shallow and deep flow systems may exist in the area. Deeper parts of the aquifer may be under semi-confined or confined conditions, resulting in local artisian conditions.

E. Land Use and Water Supply

The majority of the Site is located in the Borough of Lansdale. There are 7,029 housing units in the Borough; most of the units rely on public systems or private companies for a water supply. The study area is a mixed residential, light industrial, commercial and agricultural area. Portions of the Site are also located in Hatfield, Towamencin, and Upper Gwynedd townships, which are smaller municipalities than Lansdale. The Site encompasses mostly residential areas from these townships. There are homes from these townships that use private wells for water supply at the Site; however, the number of these homes is unknown.

VI. NATURE AND EXTENT OF CONTAMINATION

EPA completed a RI/FS for OU3 at the Site in August 1999 to determine the extent of contamination in the Site ground water and to evaluate alternatives for cleaning up contamination, if necessary. The scope of the RI included gathering background information, identifying contamination sources at these properties through field sampling and analysis, evaluating analytical data, modeling contaminant fate and transport, and assessing human health and environmental risks associated with the contaminated soils. The following contaminants have been found in the ground water at the site:

Vinyl chloride	1,1,1-Trichloroethane
1,1-Dichloroethane	Carbon tetrachloride

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Methylene chloride	1,2-Dichloroethane
trans-1,2-Dichloroethene (DCE)	Trichloroethene (TCE)
cis-1,2-Dichloroethene (DCE)	Tetrachloroethene (PCE)
Chloroform	

These contaminants have been established as the target contaminants for the remedial investigation. Data collected during this RI included seven rounds of ground water, surface water and sediments sampling, well surveys and installations and ground water flow modeling. An additional two rounds of residential well sampling was also conducted.

The first two rounds of ground water sampling were preliminary investigations, intended to establish an overall understanding of the Site. Sixty-eight existing municipal, industrial and residential wells were sampled during Round 1 (April through early May 1995). These results identified major areas of contamination and contaminants of concern. The second round occurred during the winter of 1995 (December 1995 to February 1996). Additional existing industrial wells were included in an effort to fill the identified data gaps and a total of 81 wells were sampled for this round.

Existing wells were inadequate to characterize ground water contamination in the source areas and in order to fill the remaining data gaps, a third round was conducted after 30 new monitoring wells were installed. These new wells were primarily located near the source areas. Wells that were found not contaminated based on previous sample results, and those not located at strategic locations, were removed from the sampling list. A well was considered to be at a strategic location if it could be used to monitor the movement of the contamination plume. This round took place from September to October of 1997 and consisted of 95 wells.

Results from the first three rounds identified a need for continued sampling at selected locations. The additional sampling consisted of four sampling events (Rounds 4 through 7), spaced approximately three months apart, with the fourth round starting in February of 1998. The objectives of these rounds were: to continue monitoring seasonal variations in contamination to establish a long-term trend; to further understand contaminant movement near the source areas; and to monitor the movement of the contamination plume at its edges.

In the fourth round, samples were taken from 19 wells and 4 additional stream locations (for the ecological risk assessment). During the fifth round, 48 wells were sampled. The sixth round repeated the sampling of the 19 wells from the fourth round but also included the 30 new monitoring wells. The seventh round consisted of sampling 62 wells, of which 48 were repeat of the wells sampled during the fifth round. Further sampling was conducted at residential wells in March 1999 and May 1999 (Rounds 8 and 9). The objective of these rounds was to monitor the northern edge of the plume.

Based on results from the RI, ten general locations are believed to be at, or near, the contamination sources. The locations are Central Sprinkler, Electra Products, John Evans and

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Sons, the former Keystone Hydraulics, Precision Rebuilding, J.W. Rex, Royal Cleaners, the former Tate Andale Company, Westside Industries, and the area of Ninth Street and Moyers Road. The last location does not have a confirmed source. It is suspected that the area at Ninth Street and Moyers Road may be near a contamination source. These locations, except for Royal Cleaners and the former Tate Andale Company, are in the middle of the contamination plume.

Primary ground water contaminants of concern identified in ground water are volatile organic chemicals including TCE, PCE, cis-1,2- DCE, and vinyl chloride. The Maximum Contaminant Levels (MCLs) for these chemicals are 5 g/l, 5 g/l, 70 g/l, and 2 g/l, respectively.

PCE: PCE levels found in ground water at this site range from 0.8 to 955 g/l. During the first round of sampling, the highest level of PCE in ground water was 190 g/l at the J.W. Rex facility and 180 g/l at John Evans and Sons. During the second round, a well next to Royal Cleaners, suspected to be a major source for PCE contamination, contained 887 g/l. In the third round, PCE concentrations were high at John Evans and Sons (450 g/l), Keystone Hydraulics (620 g/l) and Electra Products (807 g/l). In the fourth round, high readings were found at Royal Cleaners (466 g/l) and Electra Products (955 g/l). During the fifth round of sampling, the highest concentration was 448 g/l in a well near Royal Cleaners. This same well also had the highest concentration during the sixth sampling round (725 g/l).

Away from the source areas, PCE distribution changed significantly at the northern edge (near Royal Cleaners) of the plume from the second round of sampling to the third round (from 0.8 g/l to 128 g/l).

TCE: TCE results found during sampling, range from 46 to 87,000 g/l. During the first round of sampling, TCE concentrations were highest at J.W. Rex (350 g/l) and a well increased to 1680 g/l in well L-8, and 548 g/l at J.W. Rex. Even higher concentrations were detected at Philadelphia Toboggan (8,350 g/l) and Tate Andale (7,740 g/l). Three highly contaminated locations were identified when the new monitoring wells were installed after the second round. The locations were J.W. Rex (3,120 g/l), former Keystone Hydraulics (9,800 g/l), and Westside Industries (13,000 g/l).

All of the new wells had significant increases in TCE concentration during the fourth round, with the exception of one of the Westside wells where TCE concentration decreased. During the fifth round, TCE concentrations were very high at Westside (39,000 ug/l and 40,300 ug/l). These levels found at two different wells onsite, indicated a downward migration. During this round, levels of 3 ug/l and 4.9 ug/l were detected at two home wells. During the sixth round, concentrations remained high in wells on the Westside property (68,000 ug/l and 7,900 ug/l). Concentrations at the two home wells increased to 6.8 ug/l and 27.2 ug/l, exceeded the MCL of 5 ug/l.

During the seventh round, concentrations on Westside continued to increase to 87,000 ug/l and the home wells decreased to 6.1 ug/l and 13.4 ug/l.

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cis-1,2-DCE (MCL = 70 ug/l): The locations with the highest concentrations during the RI sampling include former Keystone Hydraulics (27,300 ug/l), Westside (10,600 ug/l) and Electra Products (1,270 ug/l), all of which were detected in the new monitoring wells installed for this RI.

Vinyl Chloride (MCL = 2 ug/l): Trends were not observed for vinyl chloride concentrations since 1995. Historical data from the 1980's for comparable wells do not indicate that concentrations have changed significantly. The locations with the highest concentrations include former Keystone Hydraulics (3,890 ug/l) and Westside (1,530 ug/l).

VII. SUMMARY OF SITE RISKS

Following the RI, analyses were conducted to estimate the human health and environmental hazards that could result if contamination at the Site were not cleaned up. These analyses are commonly referred to as risk assessments and they identify existing and future risks that could occur if conditions at the Site do not change. The Baseline Human Risk Assessment (BLRA) evaluated human health risks and the Ecological Risk Assessment (ERA) evaluated environmental impacts from the Site. These risk assessments demonstrated that actual or threatened releases of hazardous substances from this Site, if not addressed by EPA's preferred alternative or one of the other cleanup alternatives considered, may present a current or potential threat to public health, welfare, or the environment.

A. Human Health Risks

The BLRA is intended to evaluate the potential risks to human health due to exposure to contaminants in ground water at the Site. The data for this evaluation was collected during the three rounds of sampling from 1995 to 1997. The intention of these three rounds of sampling was to fully characterize the spatial distributions of contaminants at the Site.

The BLRA for the Site consists of the following:

Data Collection and Evaluation
Exposure Assessment
Toxicity Assessment
Risk Characteristics

1. Data Collection and Evaluation

This step in the risk assessment process involves "gathering and analyzing the site data relevant to the human health evaluation and identifying the contaminants present at the site" that will be included in the risk assessment process. This also includes the Identification and Selection of Chemicals of Potential Concern (COPCS).

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Identification and Selection of COPCS

The identification of COPCS includes data collection, evaluation, and screening. The data collection and evaluation steps involve gathering and reviewing the available Site data and developing a set of data that is of acceptable quality for risk assessment. This data set is then further screened to determine those chemicals and media of potential concern. The data used for the quantitative risk analyses were all validated prior to use in the risk assessment.

The RI field activities which supported the risk assessment included the collection of ground water samples for chemical analyses. A summary of the completed RI field activities as they pertain to the risk assessment is provided below.

Ground water samples were collected from a total of 59 well locations in the first round, 79 well locations in the second round and 94 well locations in the third round. Background concentrations were removed from consideration because of ground water conditions at the Site and potential influences from nearby areas and because the contaminated ground water is in a generally upgradient recharge area. As a result duplicate samples were taken from rounds one (3 duplicates) and two (3 duplicates) and used to report the average concentrations at locations where the duplicates were taken.

Ground water samples were collected for volatile organic compounds and metals at all well locations in each round. All well locations were sampled for semi-volatile and pesticide/PCB compounds in the first round. During the second and third rounds, a portion of the well locations were sampled for semi-volatile and pesticide/PCB compounds. Selected samples from all rounds were filtered and analyzed for dissolved metals; only unfiltered metals data were used in the risk assessment calculations. The results showed that several volatile organic compounds and metals had high frequencies of detection.

2. Exposure Assessment

An exposure assessment is conducted to estimate the magnitude of actual (current)and potential (future) human exposures to site media, the frequency and duration of these exposures, and the pathways that result in human exposures. In the exposure assessment, conservative extimates of exposure are developed for both current and future land-use assumptions. Current exposure estimates are based on existing exposure conditions at the site. Future exposure estimates provide an understanding of potential future exposures and threats. Conducting an exposure assessment involves analyzing contaminant releases; identifying exposed populations; identifying all the potential pathways of exposure; estimating exposure point concentrations for specific pathways. The results are pathway-specific intakes for exposure to contaminants at the site.

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3. Toxicity Assessment

The toxicity assessment involves determining the types of adverse effects and the related uncertainties involved. Risk assessments rely on existing information developed for specific chemicals. The two primary sources for this information are the Integrated Risk Information System database and the Health Effects Assessment Summary Tables. The components of this assessment fall into two categories, those related to noncarcinogenic risk and those related to carcinogenic risk. To evaluate noncarcinogenic risk, the intake of a contaminant is compared to the corresponding reference dose (RfD) of that compound. The RfD used in the risk assessment is a best estimate of the level at which there will be no observed adverse effect to the exposed population. To evaluate carcinogenic risk, the intake of a contaminant is factored with the slope factor (SF) for that contaminant. The SF used in the risk assessment represents the 95% upper confidence limit for the best estimate of the carcinogenic potency of a contaminant, or its ability to cause cancers in an exposed population. For humans, both the RfDs and SFs are derived from human epidemiology studies and animal dose-response relationships.

4. Risk Characterization

The risk characterization section of the risk assessment summarizes and combines the exposure and toxicity assessments to characterize baseline risks, both quantitatively and qualitatively. During risk characterization, chemical-specific toxicity information is compared against the estimated exposure levels to determine whether contaminants at the site pose current and future risks that are of a magnitude to be of concern.

The risk of adverse noncarcinogenic effects from chemical exposure is expressed in terms of the Hazard Quotient (HQ). The HQ is the ratio of the estimated dose, which a human receives; to the reference dose, the estimated dose below which it is unlikely for humans to experience adverse health effects. All of the HQ values for chemicals within each exposure pathway are summed to yield the hazard index (HI). If the value of HI is less than 1.0, it is interpreted to mean that the risk of noncarcinogenic injury is low. If the HI is greater than 1.0, it is indicative of some degree of noncarcinogenic risk or effect. Only chronic HIs are calculated, since the subchronic risks will always be equal to or less than the chronic risks.

An evaluation of noncarcinogenic risk calculations indicates that all resident hazard indices under the current and future use scenarios are above 1.0 for the three rounds of data collected (results shown in Table 2) (Appendix A). The trend shows a general increase in the HI from the first to the third rounds. Current and future adult residents have a total HI of 12.6 (RME) and 7.1 (CT) when averaged over the three rounds. Current and future child residents have a total HI of 32 (RME) and 21.6 (CT) when averaged over the three rounds. The RME is defined as the maximum exposure that is reasonably expected to occur and the CT is the arithmetic mean exposure that is expected to occur. In addition, the HI for effects to the liver is also above 1.0 for both adults and children. The noncarcinogenic risk to current and future residents is due mainly

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to ingestion of and dermal contact with ground water containing volatile organic compounds (VOCS).

All exposure scenarios for RME assumptions, and some exposure scenarios for CT assumptions which were evaluated, have potential carcinogenic risks in excess of the accepted USEPA risk range of 1E-06 to 1E-04 for each round of data. Potential carcinogenic risks for current and future adult residents are shown in Table 3 (Appendix A). When averaged over the three rounds of data, the lifetime excess cancer risk for adult residents under current and future land use conditions is 4.6E-04 (RME) and 9.1E-05 (CT). The trend shows a general increase in cancer risk from the first to the third rounds. The cancer risk to current and future adult residents is primarily due to ingestion of and dermal contact with contaminated ground water.

Potential carcinogenic risks for current and future child residents are shown in Table 3 (Appendix A). The lifetime excess cancer risk for child residents under current and future land use conditions is 2.1E-04 (RME) and 1.4E-04 (CT) when averaged over the three rounds. As with the adult population, the trend over three rounds of data shows a general increase in cancer risk from the first to the third rounds. The cancer risk to current and future child residents is also primarily due to ingestion of and dermal contact with contaminated ground water.

B. Ecological Risk Assessment

Using results for surface water and sediments, a screening ecological risk assessment (SERA) was performed. Based on the review of the contaminants detected in the surface water and sediment sampled, contaminant-specific ecotoxicity may be provided. The ecotoxicity data will be used to determine the proper assessment endpoints when evaluating potential ecological risk. In general, the contaminant can be segregated into four major groups: chlorinated organic compounds, semi-volatile organic compounds, pesticides and PCBs, and inorganic analytes (heavy metals). The only compounds detected which are not part of one of these groups are 2-butanone and carbon disulfide.

The SERA performed on the headwaters located at the North Penn Area 6 Site indicated a potential risk to aquatic organisms. This level of risk varied between the micro-watersheds evaluated.

The results of the SERA are the following:

> The southeastern Neshaminy Creek micro-watershed is primarily affected by inorganic analytes present in the surface water. The predominant analytes include iron, barium and lead. Lead is the only obviously elevated analyte. It was unclear whether the analytes which drove the score are actually elevated or at background levels for a suburban/urban setting. The same is true for polynuclear aromatic hydrocarbons (PAHS) detected in the streams. Until further data is collected this watershed appears to pose low ecological risk to aquatic organisms.

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The northwest Neshaminy Creek micro-watershed is the watershed at greatest risk. A wide range of contaminants have been detected at elevated concentrations. PAHS are the primary group present. The Keystone property is within this micro-watershed. Based on the evaluation of the data, this watershed warrants further study.
The northern Towamencin Creek micro-watershed may be the healthiest of the watersheds evaluated. However, this micro-watershed has some of the greatest concentrations of phenols detected within the study area. Based on the SERA, this micro-watershed poses a low risk to aquatic organisms.

The southern Towamencin Creek micro-watershed is predominantly affected by PAHS and pesticides. The individual scores for numerous PAH compounds were exceeded significantly.

The Wissahickon Creek micro-watershed was nearly devoid of organic compounds. Inorganic analyte concentrations were also low. The only exception was a single sample having elevated lead. This single "hit" does not appear to be sufficient to pose an ecological risk.

The level of risk between the micro-watersheds is varied. However, the risk was caused primarily by contaminants that were typically related to urban development and are not believed to be site related.

VIII. DESCRIPTION OF REMEDIAL ALTERNATIVES CONSIDERED FOR THE SITE

In accordance with Section 300.430(e)(9) of the NCP, 40 CFR § 300.430 (e)(9), remedial response actions were identified and screened for effectiveness, implementability and cost during the Feasibility Study to meet remedial action objectives at the Site. The technologies that passed the screening were developed into remedial alternatives. EPA assessed these alternatives against the nine criteria specified in the NCP at 40 CFR § 300.430(e)(9)(iii). In addition, EPA evaluated the No Action Alternative as required by the NCP. These alternatives are presented and discussed below. All projected costs provided for the alternatives are estimates.

Alternative 1: No Action

Capital Costs:	$0
Long Term Monitoring:	$2,472,406
Operation and Maintenance	$0
Present Worth of Total Cost	$2,472,406

Consideration of the no action alternative is required by the National Contingency Plan, 40 CFR Part 300, as a baseline alternative against which other alternatives can be compared. Under this alternative, no control or remediation would occur. A review of Site conditions would be

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required every five years, since under this alternative, waste would be left in place.

Alternative 2: Extraction Wells, Liquid Phase GAC Treatment, Surface Water Discharge Public Water Connection

Capital Costs:	$954,628
Long Term Monitoring:	$2,472,406
Operation and Maintenance	$44,747,286
Present Worth of Total Cost	$64,637,173

This alternative includes extraction wells to be installed and used to reduce the levels of contamination at the 10 identified source locations, in an attempt to restore the aquifer to beneficial use. The extracted water would be treated using liquid phase GAC units before discharge. Depending on the chemical and physical characteristics of the ground water, a pretreatment unit may be installed before the GAC units. A pump house would be constructed at each location to enclose the GAC treatment systems. Trenches and piping would be installed to discharge the treated ground water to a storm sewer, or directly to surface water.

Homes with wells that are contaminated above MCLs and used for drinking water shall be connected to public water. Long term monitoring for about 50 wells would also be performed under this alternative for 30 years.

Alternative 3: Extraction Wells, Liquid Phase GAC Treatment, Re-injection, Public Water Connection

Capital Costs:	$3,535,346
Long Term Monitoring:	$2,472,406
Operation and Maintenance	$44,747,286
Present Worth of Total Cost	$67,992,106

For this alternative, extraction wells would be installed and operated in the same manner as the system described under Alternative 2. However, the treated ground water would be re-injected into the aquifer to minimize the impact on the regional ground water balance. Injection wells, monitoring wells, piping and manhole covers will be installed at the 10 source locations. The ground water would be re-injected away from the contaminant source and highly contaminated locations. Because the deep aquifer is normally much less contaminated that the shallow aquifer, the depth of injection would be preferably 150 feet or greater. The depth will be determined during the design phase. An overflow pipe would be installed at each injection well. The overflow would be directed to a storm sewer, or directly to surface water.

Homes with wells that are contaminated above MCLs and used for drinking water will be connected to public water. Long term monitoring for about 50 wells would also be performed under this alternative for 30 years.

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Alternative 4: Extraction Wells, Air Stripping and Off-gas Treatment, Surface Water Discharge, Public Water Connection

Capital Costs:	$2,117,428
Long Term Monitoring:	$2,472,406
Operation and Maintenance	$9,557,965
Present Worth of Total Cost	$20,402,692

For this alternative, extraction wells would be installed and operated in the same manner as alternatives 2 and 3. An air stripping system would treat the ground water by stripping volatile organic compounds via an air stream. The contaminants would then be removed from the air stream using a vapor phase GAC or UV oxidation unit. The treated water would be discharged to surface water. A pump house will be constructed at each location to enclose the treatment system. Trenches and piping will be installed to discharge the treated ground water to a storm sewer, or directly to surface water.

Homes with wells that are contaminated above MCLs and used for drinking water will be connected to public water. Long term monitoring for about 50 wells would also be performed under this alternative for 30 years.

Alternative 5: Extraction Wells, Air Stripping and Off-gas Treatment, Surface Water Re-injection, Public Water Connection

Capital Costs:	$5,817,192
Long Term Monitoring:	$2,472,406
Operation and Maintenance	$9,557,965
Present Worth of Total Cost	$25,212,386

This alternative includes extraction wells to be installed and operated as described in alternatives 2, 3 and 4. However, the treated ground water would be re-injected into the aquifer to minimize the impact on the regional ground water balance. Injection wells, monitoring wells, piping and manhole covers will be installed at the 10 source locations. The ground water would be re-injected away from the contaminant source and highly contaminated locations. The depth of injection would preferably be 150 feet or greater, this will be decided during the design phase. Before re-injection, oxygen in the treated water would be removed to prevent damaging the injection wells. An overflow pipe would be installed at each injection well and directed to the storm sewer or to a nearby surface water body.

Homes with wells that are contaminated above MCLs and used for drinking water will be connected to public water. Long term monitoring for about 50 wells would also be performed under this alternative for 30 years.

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Preferred Alternative:

EPA's preferred alternative for remediating the ground water contamination is Alternative 4.

IX. COMPARATIVE EVALUATION OF ALTERNATIVES

The alternatives discussed above were compared on the basis of the nine criteria set forth in the NCP at 40 CFR § 300.430(e)(9)(iii) in order to select a remedy for the Site. These nine criteria are categorized according to three groups: threshold criteria; primary balancing criteria; and modifying criteria. These evaluation criteria relate directly to the requirements in Section 121 of CERCLA, 42 U.S.C. § 9621, which determine the overall feasibility and acceptability of the remedy.

Threshold criteria must be satisfied in order for a remedy to be eligible for selection. Primary balancing criteria are used to weigh major trade-offs among remedies. State and community acceptance are modifying criteria formally taken into account after public comment is received on the Proposed Plan. A summary of each of the criteria is presented below, followed by a summary of the relative performance of the alternatives with respect to each of the nine criteria. These summaries provide the basis for determining which alternative provides the "best balance" of trade-offs with respect to the nine criteria.

Overall Protection of Human Health and the Environment

CERCLA requires that the selected remedial action be protective of human health and the environment. A remedy is protective if it reduces current and potential risks to acceptable levels within the established risk range posed by each exposure pathway to the contamination.

Compliance with ARARs

This criterion addresses whether a remedy will meet applicable or relevant and appropriate standards, requirements, criteria and limitations (collectively referred to as "ARARs") or provide grounds for invoking a waiver under CERCLA Section 121(d)(4), 42 U.S.C. § 9621(d)(4), and the NCP at 40 C.F.A. § 300.430(f)(1)(ii)(C). Applicable requirements are those substantive environmental standards, requirements, criteria, or limitations promulgated under Federal or State law that are legally applicable to the remedial action to be completed at the Site. A "legally applicable" requirement is one which would legally apply to the response action if that action were not taken pursuant to Sections 104, 106, or 122 or CERCLA. Relevant and appropriate requirements are those substantive environmental protection standards, requirements, criteria, or limitations promulgated under Federal or State law which, while not being legally applicable to the remedial action, do pertain to problems or situations sufficiently similar to those encountered at a specific site that their use is well suited to the site. ARARs may relate to the substances addressed by the remedial action, to the location of the site, or to the manner in which the remedial action is implemented.

In addition, Section 121 (d)(2)(A) of CERCLA requires a level of cleanup "which at least attains Maximum Contaminant Level Goals (MCLGs) established under the Safe Drinking Water Act (42 U.S.C. § 300f et seq.) and Water Quality Criteria (WQC) established under section 304 or 303 of the Clean Water Act (33 U.S.C. § 1314 or 1313), where such goals or criteria are relevant and appropriate under the circumstances of the release..." 42 U.S.C. § 121(d)(2)(A). The NCP expands upon this provision of CERCLA, specifying that at Superfund sites whose ground or surface waters are current or potential sources of drinking water, all non-zero MCLGs must be met to the extent they are relevant and appropriate; and that to the extent a non-zero MCLG is not relevant and appropriate for a given contaminant, the MCL for that contaminant must be met in the surface and ground water to the extent relevant and appropriate. The NCP also provides that where an MCLG for a contaminant has been set at a level of zero, the MCL promulgated for the contaminant under the SDWA must be attained by remedial actions for ground or surface waters that are current or potential sources of drinking water, where the MCL is relevant and appropriate under the circumstances of the release.

A. Identification of ARARs

ARARs are generally divided into three categories: chemical-specific, location-specific, and action-specific. Chemical-specific ARARs provide guidance on acceptable or permissible contaminant concentrations in soil, air, and water. Location-specific ARARs govern activities in critical environments such as floodplains, wetlands, endangered species habitats, or historically significant areas, while action-specific ARARs are technology- or activity-based requirements.

1. Chemical-Specific ARARs

This section presents a summary, which may not be all inclusive, of federal and state chemical specific ARARs. Chemical-specific ARARs for the contaminants of concern at the Site (PCE, TCE, cis-1,2-DCE and vinyl chloride) are discussed below.

The Safe Drinking Water Act (SDWA) promulgated the National Primary Drinking Water Standards (42 U.S.C. §§ 300(f)-300(j), and 40 C.F.R. § 141) for the regulation of contaminants in all surface or ground waters utilized as potable water supplies. The primary standards include both Maximum Contaminant Levels (MCLs) and Maximum Contaminant Level Goals (MCLGs). MCLs are enforceable standards for specific contaminants based on public health factors as well as the technical and economic feasibility of removing the contaminants from the water supply. MCLGs are nonenforceable standards that do not consider the feasibility of contaminant removal. Federal MCLs, MCLGs, and other criteria for the contaminants of concern are listed in the table below.

The Pennsylvania Water Quality Standards (PA Code, Title 25, Chapters 93.1-9z) sets forth water quality standards for waters of the Commonwealth. The standards are based upon water uses that are to be protected and are considered by PADEP in its regulation of discharges to surface waters. These would be applicable to point or non-point discharges from the Site or

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recovered ground water treatment discharges to the surface water.

Table 1: Chemical-Specific ARARs

	Federal Human Health Drinking Water MCLS (mg/l)[1]	Freshwater Objectives[2]		MCL Goals[1] (mg/l)
		Fish&water Ingestion (mg/l)	Fish Ingestion Only (mg/l)	
cis-1,2-Dichloroethene	0.07	--	--	0.07
Tetrachloroethene	0.005	0.0008	0.00885	--
Trichloroethene	0.005	0.0027	0.0807	0
Vinyl Chloride	0.002	0.002	0.525	0

1. 40 CFR §141.61, 141.62.
2. The Delaware River Basin Commission (DRBC) Water Quality Regulations, 18 C.F.R. §430.7, 430.9, 430.11, 430.15-.23

2. Location-Specific ARARs

Location-specific ARARs that may govern activities in critical environments such as wetlands, endangered species habitats, and historic locations are as follows.

The Delaware River Basin Commission (DRBC)(18 C.F.R. §430.7, 430.9, 430.11, 430.15-430.23) has established water quality standards, the Ground water Protected Area Regulations, based on anti-degradation of existing water quality. The standards are concerned with natural conditions in waters considered by the DRBC to have exceptionally high scenic, recreational, ecological, and/or water supply values. The DRBC has standards for some parameters not listed in the PADEP regulations, and others may be more stringent. These regulations establish requirements for the extraction and discharge of ground water within the Delaware River Basin.

3. Action-Specific ARARs

The Resource Conservation and Recovery Act, as amended (RCRA, 42 USC §§6901 et seq) deals with the treatment and disposal methods of all hazardous wastes. The wastes from the Site, if there are any, must be in handled accordance with the Federal hazardous waste regulations (40 CFR §§261, 262.10-.57, 261.20-.22, 268.30-.49) promulgated under RCRA, as well as applicable Pennsylvania Hazardous Waste Regulations (PA Code, Title 25, Sections 262,11-13, 262.20-23, 262.30, 262.33, 262.34, 264.111, 264.117, 264.310(1), 264.310(4), 264.310(5), as well as Part 263 and Subparts 264 I and J.) Determination of the presence and appropriate waste code for any hazardous wastes at the Site or residuals from the treatment of such wastes would be made in accordance with these regulations.

Clean Water Act and National Pollution Discharge Elimination System (NPDES) Requirements, 40 CFR Sections 122.2, 122.4, 122.5, 122.21, 122.26, 122.29, 122.41, 122.43-45, 122.47, and 122.48,

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which regulate discharge of pollutants into navigable waters. Wastewater generated during decontamination activities shall be properly managed in accordance with Pennsylvania Hazardous Waste Management regulations and/or the Clean Water Act.

Pennsylvania NPDES Rules, Pennsylvania Code Title 25, Sections 92.3, 92.31, 92.41, 92.51, 92.55, 92.57 and 92.73 , which provides regulations which govern point-source discharges to Pennsylvania waters.

The Pennsylvania Stormwater Management Act (Act No. 167 32 P.S. §§680.1 et. seq.) sets forth measures to control stormwater runoff during remedial alternatives or development of land. Stormwater management systems must be constructed in a manner consistent with the country watershed management plan. The requirements of this act may be applicable to remedial actions that include disturbance of the land (i.e., cleaning grading, excavation, etc.)

The Pennsylvania Clean Streams Law (25 PA Code, § 16.1, 16.24, 16.31-51 and 16.101-102) is a statute with the objective to reclaim and restore polluted streams. The law provides for the protection of streams and water quality control. This statute may be applicable to remedial alternatives that require the discharge of water/waste, and/or the clean-up of contaminated streams.

The Pennsylvania Municipal Pretreatment Regulations (25 PA Code, §§94.11) establish procedures and standards for the discharge of industrial-source wastewater to the POTWs. The regulations may be applicable to remedial alternatives that discharge to POTW.

A Memorandum of Agreement between DRBC and EPA III (October 23, 1991) establishes standards for discharges to surface water and withdrawals from aquifers in the Delaware Rive Basin. Under this MOA, the DRBC does not review or require permits for ground water withdrawal or recharge for federal Superfund sites in EPA Region III. However, the MOA does require that ground water withdrawal meet the following four ARARs taken from the DRBC Ground Water Protected Area Regulations:

1) Extraction wells must have readily accessible capped ports and drop pipes so that water levels may be measured under all conditions.
2) Extraction wells shall be metered with an automatic continuous recording device that measures flow within 5% of actual flow. A daily record shall be maintained and monthly totals shall be reported to DRBC.
3) Extraction wells shall not significantly interfere with domestic or other existing wells.
4) The operation of extraction wells shall not cause long-term progressive lowering of ground water levels, permanent loss of storage capacity or substantial impact on low flows of perennial streams. The MOA establishes standards for discharges to surface water and withdrawals from aquifers in the Basin.

Hatfield Township Municipal Authority Ordinance (No. 420 Chapter 18, Part 1A) specifically prohibits ground water from being discharged to the sanitary sewer. However, approval for

temporary discharges of well drilling water has been granted.

Air Resources Regulations (25 Pa Code §§121-143) provides for the control and prevention of air pollution anywhere in the Commonwealth (unless expressly excluded in the act, or otherwise noted in the regulation). This regulation also provides guidance on the design and operation of source facilities. Under Chapter 127.14 (a)(9), some air emission sources may be classified by PADEP as a source of minor significance. However, a request for Determination must be submitted.

Fugitive dust emissions generated during remedial activities will be controlled in order to comply with fugitive dust regulations in the federally-approved State Implementation Plan (SIP) for the Commonwealth of Pennsylvania, 25 Pa. Code §§ 123.1 - 123.2 and the National Ambient Air Quality Standards for Particulate Matter in 40 C.F.R. §§ 50.6 and Pa. Code §§ 131.2 and 131.3.

Any VOC emissions from the air strippers will be in accordance with the Pennsylvania Department of Environmental Protection air pollution regulations outlined in 25 Pa. Code §§ 121.1 - 121.3, 121.7, 123.1, 123.2, 123.31, 123.41, 127.1, 127.11, 127.12, and 131.1 - 131.4. 25 Pa. Code § 127.12 requires all new air emission sources to achieve minimum attainable emissions using the best available technology (BAT). In addition, the PADEP air permitting guidelines for remediation projects require all air stripping and vapor extraction units to include emission control equipment. Federal Clean Air Act requirements, 42 U.S.C. §§ 7401 et seq., are applicable and must be met for the discharge of contaminants to the air. Air permitting and emissions ARARs are outlined in 40 C.F.R. §§ 264.1030 -264.1034 (Air Emissions Standards for Process Vents), and 40 C.F.R. §§ 264.1050 - 264.1063 (Air Emissions Standards for Equipment Leaks). Air emissions of vinyl chloride will comply with 40 C.F.R. Parts 61.60 - 61.69, National Emission Standards for Hazardous Air Pollutants (NESHAPS).

The installation of new wells will be done in accordance with 25 Pa. Code Chapter 107. These regulations are established pursuant to the Water Drillers Act, 32 P.S. §§645.1 et seq. In the event that any existing pumping monitoring wells have to be plugged and abandoned, it will be done in accordance with PADEP's Public Water Supply Manual, Part II, Section 3.3.5.11.

4. To Be Considered (TBC)

The Clean Air Act (CAA) passed in 1977 governs air emissions resulting from remedial actions at CERCLA sites. National Ambient Air Quality Standards (40 CFR Part 50) have been promulgated under the CAA for six criteria pollutants, including airborne particulates. No specific air quality standards for the contaminants of concern at this Site have been promulgated, however. To the extent that remedial actions undertaken at the Site emit and regulate air contaminants, the CAA would be relevant.

OSWER Directive #9355.0-28, Control of Air Emissions from Superfund Air Strippers at Superfund Ground Water Sites. Air emissions from Superfund Sites shall be controlled.

Borough of Lansdale Ordinance No. 1623 is concerned with sewer rentals, permits, etc. Discharges to the POTW are permitted but subject to an initial connection fee of $4,000 per equivalent dwelling unit (approximately 3.2 people), generates 250 gallons per day. In addition, there is a usage fee of $3.43/hundred cu. feet. The rate may be negotiable for larger flows. The discharge water must meet the federal pretreatment contaminant levels.

Long Term Effectiveness/Permanence

This evaluation criterion addresses the long-term protection of human health and the environment after remedial action cleanup goals have been achieved, and focuses on residual risks that will remain after completion of the remedial action.

Reduction of Contaminant Toxicity, Mobility, and Volume through Treatment

This evaluation criterion addresses the degree to which a technology of remedial alternative reduces the toxicity, mobility, or volume of a hazardous substance. Section 121(b) of CERCLA, 42 U.S.C. § 9621(b), establishes a preference for remedial actions that permanently and significantly reduce the toxicity, mobility, or volume of hazardous substances. A combination of treatment and engineering controls may be used, as appropriate, to achieve protection of human health and the environment, as set forth in the NCP at 40 CFR § 300.430(a)(iii). Treatment should be utilized to address the principal threats (such as liquids, high concentrations of toxic compounds, and highly mobile materials) presented by a Site, and engineering controls such as containment will be considered for wastes that pose a relatively low, long-term threat or where treatment is impracticable. See 40 CFR § 300.430(a)(iii).

Short-Term Effectiveness

This evaluation criterion addresses the period of time needed to achieve protection of human health and the environment, and any adverse impacts that may be posed by construction and implementation of a remedy.

Implementability

This evaluation criterion addresses the technical and administrative feasibility of each remedy, including the availability of materials and services needed to implement the chosen remedy.

Cost

The cost of each of the alternatives is evaluated, and compared to the no action alternative and each other.

State Acceptance

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The EPA, as lead agency for this Site, selects the remedy in consultation with the State. EPA has provided the information on which this Record of Decision is based to the Pennsylvania Department of Environmental Protection (PADEP), and has had discussions on this matter with PADEP representatives.

Community Acceptance

The comments and concerns expressed by the public during the public meeting and during the comment period are considered. This criterion includes a determination of which components of the alternatives interested persons in the community support, have reservations about, or oppose based on public comments.

A summary of the relative performance of the Alternatives with respect to each of the nine criteria follows:

Overall Protection of Human Health and the Environment

The No Action alternative would not effectively protect human health and the environment. This alternative would not contain the contaminant plume, therefore allowing the continued migration of ground water contaminants offsite and increased human health risks.

The continuous pumping of extraction wells in Alternatives 2, 3, 4 and 5 would prevent further migration of the ground water contaminants. Under these alternatives, the contamination would be treated, at the source locations, therefore reducing human exposure to the contaminated ground water and restoring the aquifer to beneficial use. The liquid phase GAC systems in Alternatives 2 and 3 would remove the contaminants from the extracted ground water and allow for either the discharge or re-injection of treated water. The air stripping treatment in Alternatives 4 and 5 would remove the contaminants from the extracted ground water and allow for either the discharge or re-injection of treated water. The potential air emissions would be treated onsite by air phase GAC or UV oxidation units. The injected water in Alternatives 3 and 5 would help maintain ground water balance.

Compliance with Applicable or Relevant and Appropriate Requirements (ARARs)

Alternative 1 would neither remove contaminated ground water nor prevent further ground water contamination. It would only include long term ground water monitoring; and contaminants may continue to migrate offsite, resulting in unacceptable human exposure.

Under any of the remaining alternatives, the location and action specific ARARs, including the Delaware River Basin Commission's Water Resources Program (DRBC) requirements, would be complied with. The chemical specific ARARs would also be met once cleanup goals are met. Cleanup goals for this site are the MCLs, but if contamination levels at the Site have remained relatively unchanged, 5 to 10 years after implementation, the Agency will evaluate the relevance of a Technical Impracticability (TI) Waiver. A TI Waiver is a document that waives ARARs at a site

where the remedy has been proven to be ineffective in lowering site contamination levels to MCLs.

Long-Term Effectiveness and Permanence

In Alternatives 2, 3, 4, and 5, the ground water contamination would be treated, at the source locations, allowing low concentration contaminants to attenuate under the pumping and treatment system. Source contaminants leach from the vadose zone would be contained and eventually collected by the extraction wells. This would decrease the possibility of long term human contact with contaminants through use of ground water as a drinking water source. The No Action Alternative is neither effective in treating the contamination nor is it a permanent solution.

Reduction of Toxicity, Mobility, or Volume through Treatment

The No Action remedy does not reduce the contaminant toxicity, mobility, or volume. The contaminants are not treated, contained or removed under this alternative. After either remedy in Alternative 2, 3, 4, or 5 is implemented, contamination at the selected source locations would be hydraulically contained, thus reducing contaminant mobility. Contaminants in areas around the source locations would be extracted, treated and discharged, reducing the contaminant volume and toxicity.

Short-Term Effectiveness

The estimated time period for construction and implementation of Alternatives 2 and 4 is six months. The estimated time period for construction and implementation of Alternatives 3 and 5 is estimated to be nine months. The time required to achieve remedial action objectives depends on factors including biological and geochemical conditions at the Site.

Once the hydraulic barriers are established, it would take at least 12 years (the estimated residence time of the contaminated ground water) for significant attenuation to take place in the low concentration area. However at source locations, the time required for significant decreases in contaminant concentration depends on the time required to deplete the sources in the vadose zone of the bedrock aquifer.

Implementability

Alternative 1 is easily implemented because of existing monitoring wells, readily available equipment and supplies and construction is not required. Implementation of either Alternative 2 or 3 would involve drilling and installation of extraction wells and assembly of a liquid-phase GAC treatment system. The GAC system may require a pretreatment unit at some locations if the ground water has high solid content or contains chemicals that may affect the efficiency of the system. There are no technical difficulties associated with these processes.

Implementation of either Alterative 4 or 5 would require the installation of extraction wells, and an

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air stripping treatment system with vapor phase treatment units and associated piping. An air phase GAC or UV oxidation unit would be installed to treat contaminants from air stripping. There are no major difficulties associated with this technology.

The re-injection systems in Alternatives 3 and 5, require treatment units to be operated under closed systems. Therefore, oxygen needs to be removed before re-injection at all locations. There are some operation and maintenance difficulties associated with this technology.

Access to properties could become a significant issue, for either alternative, if multiple wells are installed to select the best pumping configurations.

Cost

The present worth costs of the alternatives range from $2,472,406, for the no action Alternative 1, to $67,992,106, for Alternative 3. These estimates are based on the estimated capital costs, long term monitoring costs and operation and maintenance costs associated with each alternative.

Estimated Total Cost of Alternatives				
Alternative	**Total Capital Costs**	**Long Term Monitoring**	**O&M**	**Total Present Worth Cost**
1	$0	$2,472,406	$0	$2,472,406
2	$954,628	$2,472,406	$44,747,286	$64,637,173
3	$3,535,346	$2,472,406	$44,747,286	$67,992,106
4	$2,117,428	$2,472,406	$9,557,965	$20,402,692
5	$5,817,192	$2,472,406	$9,557,965	$25,212,386

The total present worth is a sum of the costs shown above and other estimated engineering, land lease and contingency costs. The O&M cost for Alternatives 4 and 5 is much less than that for Alternatives 2 and 3. The capital costs for Alternative 4 are less than Alternative 5 and that is due to the added cost of re-injection equipment for Alternative 5. Surface Water Discharge (Alternative 4) is less costly and remains protective of human health and the environment.

The overall present worth of Alternative 4 is lower than Alternatives 2, 3 and 5 but maintains its effectiveness and is therefore, the most cost efficient remedy.

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State Acceptance

PADEP has had the opportunity to review and comment on all the documents in the Administrative Record and has participated in selecting the remedy for this Site. PADEP has also had the opportunity to comment in the draft ROD and has concurred on the ROD.

Community Acceptance

A public meeting on the Proposed Plan was held on December 16, 1999 at the Lansdale Borough Hall. Written comments were received and are addressed in the Responsiveness Summary in this document. (See Part III)

X. SELECTED REMEDY AND PERFORMANCE STANDARDS

Based upon considerations of the requirements of CERCLA and the detailed analysis of the alternatives using the nine criteria, EPA has determined the most appropriate remedy for the Site is Alternative 4. The remedy shall specifically include the following:

1. Extraction wells shall be installed to remove the contamination at the 10 identified source locations. An air stripping system shall be installed to treat the ground water by stripping volatile organic compounds at each of the locations. The contaminants shall then be removed using a vapor phase (granular activated carbon) GAC or (ultra-violet) UV oxidation unit. If necessary, after the air stripping, the water may receive additional liquid phase treatment to achieve discharge standards. The treated water shall then be discharged to surface water. The extraction and treatment system shall operate until cleanup standards are achieved for all COPCs identified in this ROD at the points of compliance.

2. Pump houses shall be constructed to enclose the treatment system at each of the locations. Trenches and associated piping shall be installed to discharge the treated ground water to a storm sewer, or directly to surface water. At the low concentration area outside the source locations, this alternative relies on four new extraction wells and treatment systems, in conjunction with existing pumping and treatment operated by the local water authority and industrial and commercial facility owners. These pumping and/or treatment locations shall include L-10, L-23, L-25, J.W. Rex, and Lehigh Valley Dairies.

3. Homes with wells that are contaminated above MCLs and used for drinking water shall be connected to public water. The number of homes to be connected will vary depending on whether the contamination plume continues to migrate.

4. Long term monitoring in accordance with the terms of the EPA approved Operation and Maintenace Plan, at approximately 50 locations shall be performed for a length of 30 years.

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Detailed requirement and further performance standards associated with the selected remedy are presented below.

A. General

1. A background analysis, in accordance with the EPA Approved Sampling Plan, shall be conducted during the remedial design phase to determine if any of the inorganic contaminants of concern are background or site-related.

2. Five-year statutory reviews under Section 121(c) of CERCLA are required, as long as hazardous substances remain on the Site and prevent unlimited use and unrestricted access to the Site. The initial five-year review shall be conducted within five years of the initiation of the remedial action in accordance with applicable EPA guidance.

B. Ground Water Treatment System

The ground water contamination associated with and in the vicinity of the Site, shall be reduced through extraction and treatment. An air stripping system would treat the ground water by stripping volatile organic compounds. Air stripping involves the physical removal of volatile ground water contaminants by exposure to a stream of air. At locations where a significant level of vinyl chloride is present, or the total contaminant concentration exceeds 1,000 g/l, a UV oxidation unit shall be installed for off-gas treatment. Otherwise, the off-gas from an air stripper shall be treated using a vapor phase GAC. GAC involves the removal of organic contaminants from ground water by pumping it through a vessel containing GAC. GAC is created by exposing charcoal to high temperatures and steam in the absence of oxygen. GAC is extremely porous and has a large surface area, allowing organic contaminants to readily attach themselves. UV oxidation is designed to destroy dissolved organic contaminants in ground water by using ultraviolet radiation and hydrogen peroxide. Hydrogen peroxide is added to the contaminated ground water and when exposed to ultraviolet light, hydrogen peroxide breaks down to form chemicals which react with and destroy organic contaminants.

1. The ground water contamination associated with and in the vicinity of the Site shall be removed and contained through extraction and treatment. The exact number and location of the extraction wells and monitoring wells shall be subject to approval by EPA during the remedial design and/or remedial action phase.

2. The treated ground water effluent shall be discharged to the nearest surface water body or storm drain leading to a surface water body and shall meet the discharge limits.

3. A long-term ground water monitoring program complying with the terms of the EPA approved Operation and Maintenance Plan, as well as analyses of flow and contaminant levels shall be implemented to evaluate the effectiveness of the treatment system. The

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installation of additional monitoring wells may be required. Numbers and locations of these monitoring wells may be subject to change, with EPA approval, during the remedial design. Installation of additional wells may be necessary and shall be in accordance with 25 Pa. Code Chapter 107.

4. Once the ground water extraction and treatment system is operating, monitoring well samples will be collected and analyzed quarterly in year one and semi-annually in years two through five. Based upon the results, collection and analysis of these data may be continued, modified or discontinued as determined by EPA, in consultation with PADEP. Monitoring for compliance with cleanup standards shall be conducted at the points of extraction and monitoring wells to provide information as to the efficacy of the extraction system. The monitoring locations will be determined by EPA during future design activities.

5. The extraction and treatment system shall operate until cleanup standards are achieved for all selected COPCs at the points of compliance monitoring (extraction wells and related monitoring wells). As additional data is developed for the Site (i.e., through collection of monitoring well data), EPA may modify the selected cleanup standard for a COPC of modify the list of COPCS, as determined necessary by EPA based on its review of Site-specific data and the NCP. If such a decision is made, EPA will issue an appropriate decision document to reflect that modification.

6. The monitoring for compliance shall be conducted quarterly in the first year and semi-annually thereafter. The decision to discontinue extraction of ground water from a well, or to close the system, will be made as follows:

   a. If an extraction well and related monitoring points continue to meet the cleanup standards at two consecutive semi-annual monitoring events, pumping will be discontinued, upon approval by EPA, and the frequency of monitoring would be increased to quarterly.

   b. If the extraction well and related monitoring points continue to meet the cleanup standards for the next four quarters, monitoring would be continued for a final four quarters. If the extraction wells and related monitoring points meet the cleanup standards for the final four quarters, the extraction well may be closed, subject to EPA approval. This approval to close the well will be based in part of the following: the contaminant levels remain at or below the cleanup standards and no statistically significant trends are observed in the data indicating that a future exceedance of cleanup levels could occur.

   c. The system may be shut down in a phased manner as portions of the ground water achieve compliance with cleanup standards. The ground water treatment system shall operated until the last extraction well is removed from service. A long-term ground water monitoring program, which will be approved by EPA, shall be instituted before the wells are closed.

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XI. STATUTORY DETERMINATIONS

The following sections discuss how the selected remedy for the North Penn Area 6 Site meets these statutory requirements.

A. Overall Protection of Human Health and the Environment

Based on the Baseline Human Health Risk Assessment for the Site, measures should be considered to reduce potential risk from contaminants in ground water. This media and contaminants were selected because potential health hazards for some exposure scenarios exceeded the EPA target range of 1.0E-04 (or 1 in 10,000) and 1.0E-06 (or 1 in 1,000,000) for lifetime cancer risk or a non-cancer hazard of one (1). The results from the Ecological Risk assessment also showed a potential risk resulting from contamination found in nearby surface water.

The selected remedy protects human health and the environment by reducing ground water contamination through extraction and treatment using the vapor phase GAC or UV unit. The treated water would then be discharged to a nearby surface water body.

Implementation of the selected remedy will not pose any unacceptable short term risks or cross media impacts to the Site, or the community.

B. Compliance with and Attainment of Applicable or Relevant and Appropriate Requirements (ARARs)

The selected remedy will comply with all applicable or relevant and appropriate chemical- specific, location-specific and action-specific ARARs to the extent discussed in Section IX of this ROD.

C. Cost Effectiveness

The selected remedy is cost-effective in providing overall protection to cost and meets all other requirements of CERCLA. 40 CFRSection 300.400 (f)(ii)(D) of the NCP requires EPA to evaluate cost-effectiveness by comparing all of the alternatives which meet the threshold criteria - protection of human health and the environment and compliance with ARARs - against three additional balancing criteria: long-term effectiveness and permanence; reduction of toxicity, mobility or volume through treatment; and short-term effectiveness. The selected remedy meets these criteria and provides for overall effectiveness in proportion to its cost.

The estimated present worth cost for the selected remedy presented in this ROD is $20,402,692.

D. Utilization of Permanent Solutions and Alternative Treatment Technologies to the Maximum Extent Practicable

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EPA has determined that the selected remedy represents the maximum extent to which permanent solutions and treatment technologies can be utilized while providing the best balance among other evaluation criteria. Of those alternatives evaluated that are protective of human health and the environment and meet ARARs, the selected remedy provides the best balance of trade-offs in terms of long-term and short-term effectiveness and permanence, cost effectiveness, implementability, reduction in toxicity, mobility or volume through treatment, State and community acceptance, and preference for treatment as a principal element.

Under the selected remedy, extraction and treatment of ground water, reduces the risk associated with exposure to the ground water to the extent practicable.

E. Preference for Treatment as a Principal Element

The selected remedy satisfies, in part, the statutory preference for treatment as a principal element. The air stripping unit in conjunction with the GAC or UV unit will provide treatment for the contamination and will prevent the migration of contamination. The selected remedy provides the best overall protection of human health and the environment.

XII. DOCUMENTATION OF CHANGES FROM THE PROPOSED PLAN

The Proposed Plan identifying EPA's preferred alternative was released for comment on December 6, 1999. EPA reviewed all the verbal comments received at the public meeting and written comments received during the comment period. Upon review of these comments, it was determined that no significant changes to the remedy, as it was originally identified in the Proposed Plan, were necessary. Written comments that were received during the public comment period are addressed in the Responsiveness Summary, found in Part III of this document.

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Appendix A

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Table 2: Noncarcinogenic Risk Results

Current and Future Adults	Round	RME	CT
	1	5.8	2.9
	2	10	7.5
	3	22	11
Current and Future Children	**Round**	**RME**	**CT**
	1	13	8.9
	2	34	23
	3	49	33

Table 3: Carcinogenic Risk Results

Current and Future Adults	Round	RME	CT
	1	2.2E-04	4.4E-05
	2	3.8E-04	8.0E-05
	3	7.8E-04	1.5E-04
Current and Future Children	**Round**	**RME**	**CT**
	1	1.0E-04	6.7E-05
	2	1.5E-04	1.0E-04
	3	3.7E.04	2.5E-04

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APPENDIX B

ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

1. This Environmental Protection Easement and Declaration of Restrictive Covenants is made this ____ day of _____, 20___, by and between _____, ("Grantor"), having an address of _____, and, _____ _____("Grantee"), having an address of _____ _____.

WITNESSETH:

2. WHEREAS, Grantor is the owner of a parcel of land located in the county of _____, State of _____, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"); and

3. WHEREAS, the Property is part of the _____ Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on _____; and

4. WHEREAS, in a Record of Decision dated _____ (the "ROD"), the EPA Region __ Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

and

5. WHEREAS, with the exception of

the

remedial action has been implemented at the Site; and

6. WHEREAS, the parties hereto have agreed 1) to grant a permanent right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action; and 2) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

7. WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

8. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of [the terms of the Consent Decree in the case of ____ v. ____, etc.], does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, 1) the perpetual right to enforce said use restrictions, and 2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

9. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

10. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

11. Modification of restrictions: The above restrictions may be modified, or terminated in whole or in part, in writing, by the Grantee. If requested by the Grantor, such writing will be executed by Grantee in recordable form.

12. Environmental Protection Easement: Grantor hereby grants to the Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property for

purposes of:

a) Implementing the response actions in the ROD, including but not limited to_____ _____;

b) Verifying any data or information submitted to EPA.

c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;

d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;

e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and

f) Implementing additional or new response actions if the Grantee, in its sole discretion, determines i) that such actions are necessary to protect the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and, ii) that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

13. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

14. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

15. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

16. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL PROTECTION EASEMENT AND

DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 20__, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 20___, IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

17. Administrative jurisdiction: The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the EPA.

18. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.

19. Damages: Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

20. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

21. Covenants: Grantor hereby covenants to and with the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Exhibit D** attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

22. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:	To Grantee:
_____	_____

_____ _____

_____ _____

23. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the

notice provisions hereof.

h) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the United States and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this _____ day of _____, 20__.

_____

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

On this __ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.

_____
Notary Public in and for the
State of _____

My Commission Expires: _____.

This easement is accepted this ____ day of _____ , 20__.

UNITED STATES OF AMERICA

the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns.

U.S. ENVIRONMENTAL PROTECTION AGENCY

By: _____

_____

Attachments:	Exhibit A -	legal description of the Property
	Exhibit B -	identification of proposed uses and construction plans, for the Property
	Exhibit C -	identification of existing uses of the Property
	Exhibit D -	list of permitted title encumbrances

APPENDIX C: List of Financial Information Submitted to the United States by Settling Defendant

Rexmet Corporation U.S. Corporation Income Tax Return 2003
Rexmet Corporation U.S. Corporation Income Tax Return 2002
Rexmet Corporation U.S. Corporation Income Tax Return 2001
Rexmet Corporation U.S. Corporation Income Tax Return 2000
Rexmet Corporation U.S. Corporation Income Tax Return 1999
Rexmet Corporation U.S. Corporation Income Tax Return 1998
Rexmet Corporation U.S. Corporation Income Tax Return 1997
Rexmet Corporation U.S. Corporation Income Tax Return 1996
Rexmet Corporation U.S. Corporation Income Tax Return 1995
Rexmet Corporation U.S. Corporation Income Tax Return 1994

Rexmet Corporation Financial Statements Years Ended September 30, 2004 and 2003
Rexmet Corporation Financial Statements September 30, 2003
Rexmet Corporation Financial Statements September 30, 2002
Rexmet Corporation Financial Statements September 30, 2001
Rexmet Corporation Financial Statements September 30, 2000
Rexmet Corporation Financial Statements September 30, 1999
Rexmet Corporation Financial Statements September 30, 1998
Rexmet Corporation Financial Statements September 30, 1997
Rexmet Corporation Financial Statements September 30, 1996
Rexmet Corporation Financial Statements September 30, 1995