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**CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

**GEIGER (C&M OIL) SUPERFUND SITE
RANTOWLES, CHARLESTON COUNTY, SOUTH CAROLINA**

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**CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

IN THE MATTER OF:)

Geiger (C&M Oil) Superfund Site,)
Rantowles, Charleston County,)
South Carolina)

Proceeding under Section 122(g)(4))
of the Comprehensive Environmental)
Response, Compensation, and)
Liability Act of 1980, as amended,)
42 U.S.C. 9622(g)(4))

U.S. EPA Region 4
CERCLA Docket No. 00-30-C

**ADMINISTRATIVE ORDER
ON CONSENT**

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), re delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (September 13, 1987), and further delegated through the Director, Waste Management Division to the Chief, Waste Programs Branch, by Regional Delegation 14-14-E. Due to a recent reorganization within EPA Region 4, the Waste Programs Branch is now referred to as the CERCLA Program Services Branch.

2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified below ("Respondents"). Each Respondent agrees to undertake all actions required by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

- a. Textron Inc. and Avco Corporation
40 Westminster St.
Providence, Rhode Island 02903

- b. Charleston Packaging Company, Inc.
4229 Domino Ave.
North Charleston, South Carolina 29405

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by private parties, to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

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

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

c. "Day" shall mean a calendar day. 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.

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

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

f. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

h. "Parties" shall mean EPA and the Respondents.

i. "Respondents" shall mean those persons, corporations, or other entities listed in Paragraph 2 above.

j. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

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

l. "Site" shall mean the Geiger (C&M Oil) Superfund Site, encompassing approximately 5 acres, located at 4530 South Carolina State Highway 162 in Rantowles, Charleston County, South Carolina and depicted more clearly on the map attached as Appendix A.

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

IV. STATEMENT OF FACTS

6. The Geiger (C&M Oil) Site (the Site) is located in Rantowles, Charleston County, South Carolina. From approximately 1969 to 1971, the Site was the location of a waste oil recycling and industrial waste incineration facility. Unlined lagoons were used to contain the waste oil prior to its use as fuel for the incinerator. Incineration activities at the Site ceased in 1971. The Site was placed on the National Priorities List in September 1984.

7. Hazardous substances have been or are threatened to be released at or from the Site. The primary contaminants of concern at the Site include lead and chromium.

8. As a result of the release or threatened release of hazardous substances, EPA has

undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future as follows:

a. In 1985, EPA began a Remedial Investigation and Feasibility Study (RI/FS) of the Site to define the nature and extent of the contamination at the Site. The RI was completed on July 1, 1986, and determined that the soil at the Site was contaminated with lead, chromium, mercury, and polychlorinated biphenyls (PCBs). Lead, cadmium, VOCs, and other organic compounds were found in the groundwater beneath the Site. An FS, completed in January 1987, developed alternatives for groundwater and soil remediation. The Record of Decision (ROD) was signed in June 1987, and was subsequently amended in July 1993 and September 1998.

b. Remedial action was commenced on or about October 25, 1993. The ROD, as amended, provided for on-site stabilization and solidification of approximately 1 acre of contaminated soil, and monitored natural attenuation of residual groundwater contamination.

c. Currently, the stabilization and solidification is complete and a concrete monolith has solidified the soil contamination in place. Groundwater monitoring is ongoing. Additionally, the containment of the contaminated soil on Site requires a review every five years by the EPA to assure the continued protectiveness of the remedy.

9. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of September 16, 1999, EPA has incurred total site costs of \$6,934,859.98.

10. Textron Inc. is the successor in interest to Avco Corporation (Avco) which operated in Charleston and manufactured aircraft gas turbine engines and parts. Avco's process produced a green slurry industrial waste mixture, which included a chromium compound. Approximately 12,000 gallons of this industrial waste was disposed of at the Site, amounting to 0.96% of the total waste at the Site.

11. Charleston Packaging Company, Inc. (CPC) is the successor in interest to the American Sugar Company (American Sugar). American Sugar produced, in addition to refined sugar, packaging for the sugar. The printing of the packaging produced ink residue and ink solvents, including toluene, approximately 1,000 gallons of which were disposed of at the Site. The waste disposed by CPC at the Site amounted to 0.08% of the total waste at the Site.

12. The amount of hazardous substances contributed to the Site by each Respondent does not exceed 1% of the hazardous substances at the Site and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

13. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund is between \$6,934,859.98 and \$7,500,000.00. The payment required to be made by each Respondent pursuant to this

Consent Order is a minor portion of this total amount.

V. DETERMINATIONS

14. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

- a. The Geiger (C&M Oil) site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
- e. The actual or threatened "release" caused the incurrence of response costs.
- f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

15. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

16. Within 30 days of the effective date of this Consent Order, each Respondent shall pay to the EPA Hazardous Substance Superfund the amount set forth below:

Textron Inc.	\$ 56,566.80
Charleston Packaging Company, Inc.	\$ 4,713.90

17. Each Respondent's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any private party, will exceed the estimated total response costs upon which Respondents' payments are based.

18. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 0424, and the EPA docket number for this action, and shall be sent to:

EPA Superfund
Region 4
P.O. Box 100142
Atlanta, Georgia 30384

19. Of the total amount to be paid pursuant to this Consent Order, \$55,654.00 shall be deposited in the EPA Hazardous Substance Superfund as reimbursement for response costs incurred at or in connection with the Site as of September 16, 1999, by the EPA Hazardous Substance Superfund, and \$5,626.71 shall be deposited in the Geiger (C&M Oil) Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the Geiger (C&M Oil) Special Account shall be transferred by EPA to the EPA Hazardous Substance Superfund.

20. At the time of payment, each Respondent shall send notice that such payment has been made to:

Mrs. Jennifer M. Lewis
Assistant Regional Counsel
U.S. EPA, Region 4
61 Forsyth St., S.W.
Atlanta, Georgia, 30303

and

Ms. Paula Batchelor
U.S. EPA, Region 4
Waste Management Division
Program Services Branch
61 Forsyth St., S.W.
Atlanta, Georgia 30303

VIII. FAILURE TO MAKE PAYMENT

21. If any Respondent fails to make full payment within the time required by Paragraph 16, that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraph 16, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(D) of CERCLA, 42 U.S.C. § 9622(D), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

22. By signing this Consent Order, each Respondent certifies, individually, that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

X. COVENANT NOT TO SUE BY UNITED STATES

23. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon:

a) the satisfactory performance by Respondent of all obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

24. The covenant not to sue by the United States set forth in Paragraph 23 does not pertain to any matters other than those expressly specified in Paragraph 23. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters including, but not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order.

25. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a de minimis party at the Site because such Respondent contributed greater than 1% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANT NOT TO SUE BY RESPONDENTS

26. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

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

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

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

28. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

29. Respondents covenant not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

30. Except as provided in Paragraph 29 (Waiver of Claims Against De Micromis Parties), nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraph 29 (Waiver of Claims Against De Micromis Parties), the United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

31. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought

in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 23.

32. The Parties agree that each Respondent is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States, and all response costs incurred and to be incurred by the United States at or in connection with the Site.

XIV. PARTIES BOUND

33. This Consent Order shall apply to and be binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

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

"Appendix A" is a map of the Site.

XVI. PUBLIC COMMENT

35. This Consent Order shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

36. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

37. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 35 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: Franklin Hill
Franklin Hill

Chief, CERCLA Program Services Branch

7/21/00
Date

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of (EPA Docket Number) , relating to the Geiger (C&M Oil) Superfund Site, Rantowles, Charleston County, South Carolina:

FOR RESPONDENT: Charleston Packaging Company, Inc.

[Name]
4229 Domino Avenue

North Charleston, South Carolina 29405

[Address]

By: 

June 7, 2000

[Name]

[Date]

Barbara H. Gallo

Attorney for Charleston Packaging Company, Inc.

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of (EPA Docket Number) , relating to the Geiger (C&M Oil) Superfund Site, Rantowles, Charleston County, South Carolina:

FOR RESPONDENT: Textron Inc. / AVCO Corporation
[Name]
40 Westminister St.
Providence, RI 02903

[Address]

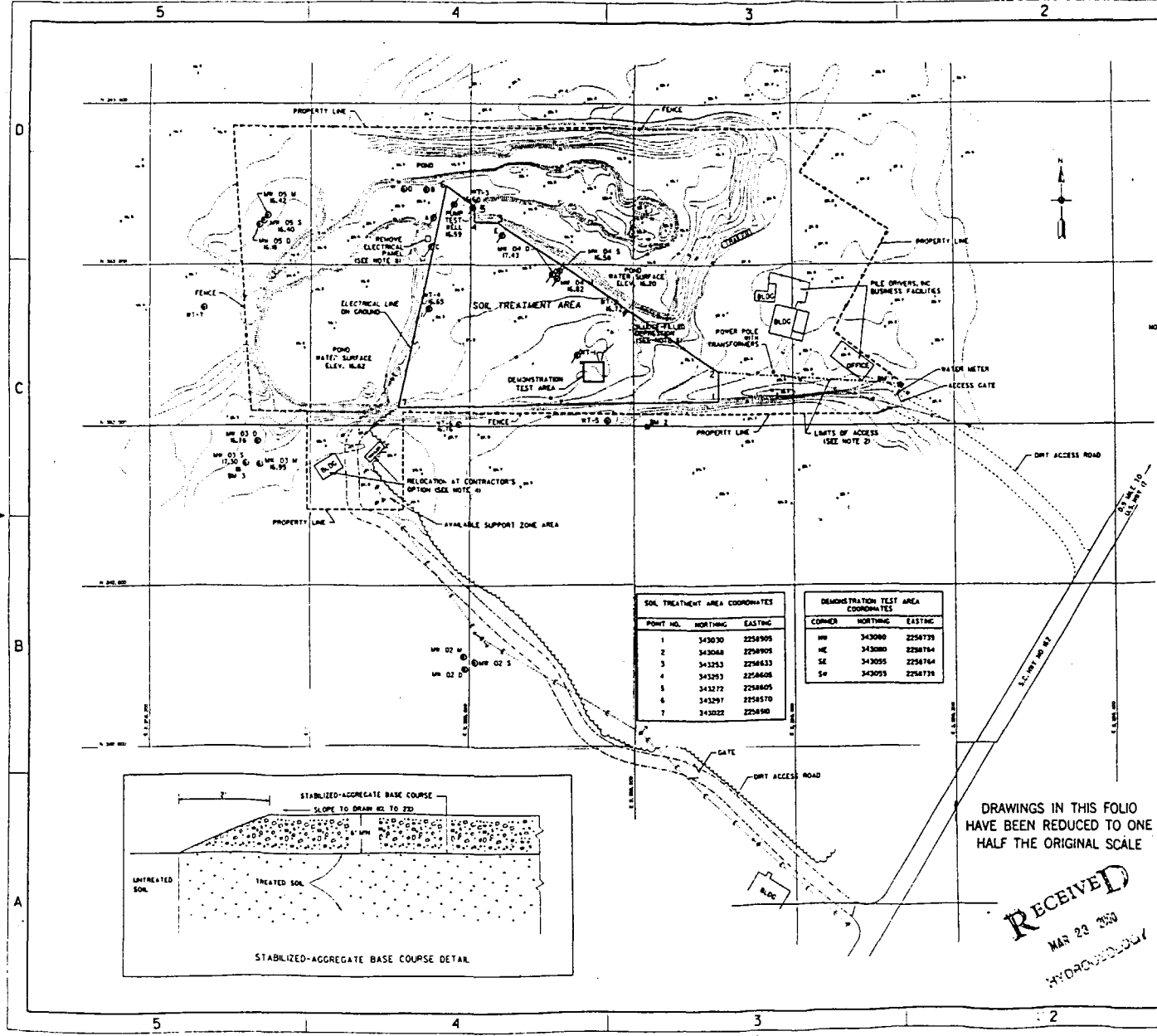
By: [Signature] 6 June 2000
[Name] [Date]

OV
9/16/00

Andrew C. Spacore
Assistant General Counsel, Litigation
Textron Inc.
Vice President
Avco Corporation

APPENDIX A

MAP OF GEIGER (C&M OIL) SUPERFUND SITE

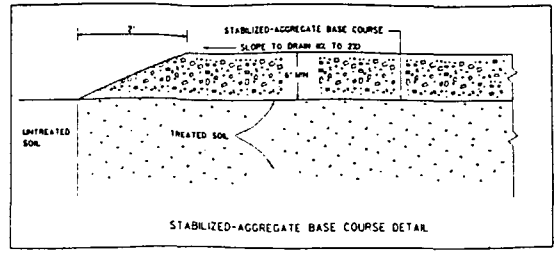


- LEGEND**
- MONITOR WELL TO BE ABANDONED
 - ⊙ MONITOR WELL
 - MP 05 D M 81.31 S + SHALLOW
 - MP 05 S M 81.40 M + MEDIUM
 - MP 05 O M 81.49 D + DEEP
 - REL. = GROUNDWATER ELEVATION
 - EXISTING SURFACE CONTOURS
 - TREE LINE
 - POWER POLE
 - POWER POLE WITH CLUT
 - OVERHEAD ELECTRIC
 - WATER LINE
 - PROPERTY LINE
 - DIRT ROAD
 - PAVED ROAD
 - FENCE
 - ⊙ SURVEY MONUMENT (BENCH MARK)
 - ⊙ EXISTING SURFACE SPOT ELEVATION
 - LIMITS OF SOIL TREATMENT AREA
 - LIMITS OF ACCESS

- NOTES:**
1. EXISTING GROUNDWATER AND POND WATER SURFACE ELEVATIONS OBTAINED DURING SAMPLING ACTIVITIES BY THE CORPS OF ENGINEERS (CCE) ON MAY 18-22, 1992. WATER LEVELS WERE OBTAINED ON 20 MAY 1992. MW-05 S+LD. WATER LEVELS WERE OBTAINED ON 20 APRIL 1992.
 2. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS TO WITHIN THE SOIL TREATMENT AREA AND THE AVAILABLE SUPPORT ZONE AREA. ACCESS TO THESE AREAS SHALL BE RESTRICTED TO THE INDICATED LIMITS OF ACCESS AND DIRT ACCESS ROADS.
 3. THE EXISTING DIRT ACCESS ROADS ARE EPA APPROVED CONTRACTORS' ROUTES FOR ACCESS TO THE SITE.
 4. RELOCATION OF THE EXISTING BUILDING AND TRAILER OUTSIDE OF THE SUPPORT ZONE, BUT WITHIN THE PROPERTY LINE IS AT CONTRACTOR'S OPTION AND EXPENSE. FOLLOWING COMPLETION OF CONSTRUCTION THE BUILDING AND TRAILER SHALL BE RETURNED TO EXISTING LOCATION AND CONDITION AND APPROVED BY THE CONTRACTING OFFICER.
 5. WORK SHALL NOT INTERFERE WITH THE OPERATIONS OF THE PLE DRIVERS, INC. BUSINESS.
 6. PRIOR TO BEGINNING DEMONSTRATION TEST, THE CONTRACTOR SHALL BACKFILL THE SLUDGE-FILLED DEPRESSION WITH SOIL FROM THE SOIL TREATMENT AREA AND TRAFFIC COMPACT.
 7. MONITORING WELL DEPTHS AND TYPICAL WELL CONSTRUCTION DIAGRAM ARE LOCATED IN SPECIFICATION SECTION 0250. WELL ABANDONMENT.
 8. LOCATION OF ELECTRICAL PANEL AND LOCATION OF THE ELECTRIC LINE TO THE PANEL IS APPROXIMATE. THE CONTRACTOR SHALL LOCATE AND REMOVE ELECTRIC LINE AND PANEL AS NECESSARY.
 9. TREE ROOTS AND OTHER ORGANIC DEBRIS MAY BE ENCOUNTERED DURING SOIL TREATMENT.
 10. SURVEY POINT COORDINATES ARE APPROXIMATE LOCATIONS ONLY AND HAVE NOT BEEN LOCATED IN THE FIELD. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING SURVEY POINTS IN THE FIELD.

SOIL TREATMENT AREA COORDINATES		
POINT NO.	NORTHING	EASTING
1	343030	2258799
2	343048	2258905
3	343253	2258633
4	343253	2258608
5	343272	2258605
6	343297	2258570
7	343022	2258540

DEMONSTRATION TEST AREA COORDINATES		
CORNER	NORTHING	EASTING
NE	343090	2258779
WE	343080	2258764
SE	343055	2258764
SW	343055	2258739



DRAWINGS IN THIS FOLIO
HAVE BEEN REDUCED TO ONE
HALF THE ORIGINAL SCALE

RECEIVED
MAR 23 1993
HYDROLOGICAL

Revisions		Date	Approved
Symbol	Description		

U.S. ARMY ENGINEER DISTRICT
CORPS OF ENGINEERS
KANSAS CITY, MISSOURI

CHARLESTON COUNTY, SOUTH CAROLINA
GEGGER (IC&M OLI)
SUPERFUND SITE

SOIL TREATMENT PLAN

Drawn by: M.J.R.	Scale: 1/8"=1'	Sheet Number: 8	Total Sheets: 8
Checked by: J.D.A.	Date: MARCH 1993	Drawn by: M.J.R.	Sheet No: 8
Submitted by: P.C.W.			

DSO:40XEGGERST
K-4-2008