

US EPA ARCHIVE DOCUMENT

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

REGION IX

IN THE MATTER OF:

ROMIC ENVIRONMENTAL
TECHNOLOGIES CORPORATION,
6760 West Allison Road, P.O. Box 5004,
Chandler, AZ 85226;
US EPA ID No. AZD 009 015 389

RESPONDENT.

ADMINISTRATIVE ORDER ON
CONSENT

U.S. EPA Docket No. _____

Proceeding under Section
3008(h) of the Resource
Conservation and Recovery
Act, as amended, 42
U.S.C. §6928(h).

I. JURISDICTION

1. This Administrative Order on Consent ("Order") is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("US EPA") by section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The authority vested in the Administrator to issue orders under §3008(h) of RCRA has been delegated to the Regional Administrators by US EPA Delegation Nos. 8-31 and 8-32 dated April 16, 1985, and has been further delegated by the Regional Administrator for Region IX to the Region 9 Waste Management Division Director.
2. This Order is issued to ROMIC ENVIRONMENTAL TECHNOLOGIES CORP., ("Respondent" or "Romic"), the operator of the Romic Environmental Technologies Corp. facility, located at 6760 West Allison Road, Chandler Arizona, 85226 in the Lone Butte Industrial Park on Gila River Indian Community lands ("the Facility"). A map of the Facility is attached here as Attachment 1 and is incorporated into this Order by this reference.
3. Respondent consents to and agrees not to contest US EPA's jurisdiction to issue this Order or to enforce its terms. Further, Respondent will not contest US EPA's jurisdiction to: compel compliance with this Order in any subsequent enforcement proceedings, either administrative or judicial; require Respondent's full or interim compliance with the terms of this Order; or impose sanctions for violations of this Order.

II. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Order which are defined in RCRA or in regulations promulgated under RCRA shall have the definitions given to them in RCRA or in such regulations.
- a. Acceptable, in the phrase "In a manner acceptable to US EPA..." shall mean that submittals or completed work meet the terms and conditions of this Order, approved workplans and/or US EPA's written comments and guidance documents.
 - b. Additional work shall mean any activity or requirement that is not expressly covered by this Order but is determined by US EPA to be necessary to fulfill the purposes of this Order as presented in Section III: Statement of Purpose.
 - c. Administrative Record shall mean the record compiled and maintained by US EPA supporting this Order. For information on the contents of the Administrative Record see "Guidance on Administrative Records for RCRA 3008(h) Actions," OSWER Directive 9940.4, July 6, 1989.
 - d. CERCLA shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601, *et seq.*
 - e. Comply or compliance may be used interchangeably and shall mean completion of work required by this Order of a quality approvable by US EPA and in the manner and time specified in this Order or any modification thereof, or written US EPA approvals and/or directives. Respondent must meet both the quality and timeliness components of a particular requirement to be considered in compliance with the terms and conditions of this Order.
 - f. Contractor shall include any subcontractor, consultant or laboratory retained to conduct or monitor any portion of the work performed pursuant to this Order.
 - g. Corrective measures shall mean those measures or actions necessary to control, prevent, or mitigate the release or potential release of hazardous waste or hazardous constituents into the environment.
 - h. Corrective Measures Implementation or CMI shall mean those activities necessary to initiate, complete, monitor, and maintain the remedy(ies) US EPA has selected or may select to protect human health and/or the environment from the release or potential release of hazardous wastes, or hazardous constituents, into the environment from the Facility.
 - i. Corrective Measures Study or CMS shall mean the investigation and evaluation of potential remedies which will protect human health and/or the environment from the release or potential release of hazardous wastes, or hazardous constituents, into the environment from the Facility.

- j. Data Quality Objectives shall mean the qualitative or quantitative statements, the application of which is designed to ensure that data of known and appropriate quality are obtained.
- k. Day shall mean a calendar day unless expressly stated to be a business day. Business day shall mean a day other than a Saturday, Sunday, or Federal Holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the end of the next business day.
- l. EPA or US EPA shall mean the United States Environmental Protection Agency, and any successor Departments or Agencies of the United States.
- m. Facility shall mean all contiguous property under the control of the owner and/or operator.
- n. GRIC shall mean the Gila River Indian Community.
- o. Hazardous Constituents shall mean those constituents listed in Appendix VIII to 40 C.F.R. Part 261 or any constituent identified in Appendix IX to 40 C.F.R. Part 264.
- p. Hazardous Waste shall mean hazardous waste as defined in §1004(5) of RCRA or 40 C.F.R. §260.10. This term includes hazardous constituents as defined above.
- q. Innovative Treatment Technologies shall mean those technologies for treatment of soil, sediment, sludge, and debris other than incineration or solidification/stabilization and those technologies for treatment of groundwater contamination that are alternatives to pump and treat. Pump and treat in this instance refers to pumping with conventional treatments like air stripping and UV oxidation.
- r. Interim measures, Interim Corrective Action Measures or IM shall mean those actions, which can be initiated in advance of implementation of the final corrective action for a facility, to achieve the goal of stabilization. Interim Measures initiate cleanup at a facility and control or eliminate the release or potential release of hazardous wastes or hazardous constituents at or from the Facility.
- s. Receptors shall mean those humans, animals, or plants and their habitats which are or may be affected by releases of hazardous waste or hazardous constituents from or at the Facility.
- t. RCRA Facility Investigation or RFI shall mean the investigation and characterization of any source(s) of contamination and the nature, extent, direction, rate, movement, and

concentration of the source(s) of any contamination and releases of hazardous waste, including hazardous constituents, that have been or are likely to be released into the environment from the Facility.

- u. Site shall mean 6760 West Allison Road, Chandler, AZ 85226.
- v. Solid Waste Management Unit or SWMU shall mean any discernible unit at which solid wastes have been placed at any time irrespective of whether the unit was intended for the management of solid or hazardous waste. Such units include any area at a Facility where solid wastes have been routinely and systematically released.
- w. Stabilization shall mean the goal or philosophy of controlling or abating immediate threats to human health and/or the environment from releases and/or preventing or minimizing the spread of contaminants while long-term corrective measures alternatives are being evaluated.
- x. Submittal shall include any workplan, report, progress report, or any other written document Respondent is required by this Order to send to US EPA.
- y. Violations of this Order shall mean those actions or omissions, failures or refusals to act by Respondent that result in a failure to meet the terms and conditions of this Order or its attachments.
- z. Work or Obligation shall mean any activity Respondent must perform to comply with the requirements of this Order and its attachments.
- aa. Workplan shall mean the detailed plans prepared by Respondent to satisfy the requirements of Section VIII: Work to be Performed.

III. STATEMENT OF PURPOSE

5. In entering into this Order, the mutual objectives of US EPA and Romic are to use the flexibility provided by the Triad approach to: (1) perform a RCRA Facility Investigation ("RFI") to determine fully the nature and extent of any release of hazardous waste and/or hazardous constituents at or from the Facility; (2) perform Interim Measures at the Facility necessary to relieve threats to human health and the environment; (3) develop and maintain a dynamic Conceptual Site Model to guide the investigation and development of any necessary corrective action measures; (4) work cooperatively with US EPA, GRIC, and US EPA-designated stakeholders to synchronize investigation and corrective action efforts involving the area wide groundwater contamination; (5) perform a Corrective Measures Study ("CMS") Workplan to identify and evaluate alternatives for any corrective measures necessary to prevent, mitigate, and/or remediate any releases of hazardous wastes or

hazardous constituents at or from the Facility; and (6) to perform any other activities necessary to correct or evaluate actual or potential threats to human health and/or the environment resulting from the release or potential release of hazardous waste or hazardous constituents at or from the Facility.

IV. PARTIES BOUND

6. This Order shall apply to and be binding upon US EPA, Respondent and its officers, directors, employees, agents, successors and assigns, heirs, trustees, receivers, and upon all persons, including but not limited to contractors and consultants, acting on behalf of Respondent.
7. No change in ownership, lease status, or corporate or partnership status relating to the Facility will in any way alter Respondent's responsibility under this Order. Any conveyance of the lease, title, easement, or other interest in the Facility, or a portion of the Facility, shall not affect Respondent's obligations under this Order. Respondent will be responsible for and liable for any failure to carry out all activities required of Respondent by the terms and conditions of the Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks.
8. Respondent shall provide a copy of this Order to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Order within 14 days of the effective date of this Order or the retention of such person(s), whichever occurs later, and shall condition all such contracts on compliance with the terms of this Order.
9. Respondent shall give written notice of this Order to any successor in interest prior to transfer of any interest in or operation of the Facility or a portion thereof and shall notify US EPA in writing at least fourteen days prior to such transfer. This written notice will describe how Respondent has assured that, despite the transfer, all institutional controls required now or in the future for the facility will be implemented and maintained.
10. Respondent agrees to undertake all actions required by the terms and conditions of this Order, including any portions of this Order incorporated by reference. Respondent waives any rights to request a hearing on this matter pursuant to §3008(b) of RCRA and 40 C.F.R. Part 24, and consents to the issuance of this Order without a hearing pursuant to §3008(b) of RCRA as a Consent Order issued pursuant to §3008(h) of RCRA.

V. FINDINGS OF FACT

11. Respondent is a person doing business on lands held in trust by the United States for the Gila River Indian Community ("GRIC") located within the State of Arizona.

12. Respondent is a generator of hazardous waste and an operator of a hazardous waste management facility located at 6760 West Allison Road on the Lone Butte Industrial Park of the Gila River Indian Community outside of Chandler, Arizona. Respondent engaged in treatment, and storage of hazardous waste at the Facility subject to the interim status requirements of 40 C.F.R. Part 265. Operation(s) at the facility have included storage, fuel blending and spent solvent distillation.
13. Respondent operated the Facility as a hazardous waste management facility on or after November 19, 1980, the applicable date which renders facilities subject to interim status requirements or the requirement to have a permit under §3004 and §3005 of RCRA.
14. Pursuant to §3010 of RCRA, the previous operator, Southwest Solvents, notified US EPA of its hazardous waste activity on October 5, 1981. Respondent assumed the lease and grant of interim status from Southwest Solvents in 1988. Respondent's 1995 Part A identifies it as a full service waste management transfer facility with capabilities of on-site recycling, water processing, recycling, neutralization, metals recycling, and blending liquefaction for offsite burning in supplemental fuels program or destructive incinerators.
15. Respondent identified itself as handling at the Facility the hazardous wastes listed on Attachment 3.
16. The Respondent's approximately three acre Facility is located in the Lone Butte Industrial Park of the Gila River Indian Community near Chandler Arizona (see Attachment 1, hereto, Facility Map). The Facility previously accepted various types of hazardous waste for recycling and treatment. The onsite recycling and treatment processes conducted included fractionation, vacuum pot distillation, thin film evaporation, ethylene glycol recycling and fuel blending. Treatment residuals and untreated off-site hazardous wastes were shipped to other hazardous waste facilities for incineration, treatment and/or disposal. Facility operations required the storage and processing of waste solvents, fuel hydrocarbons, ethylene glycol, acids and bases. The Facility has one container storage unit, thirteen above ground storage treatment tanks, and four miscellaneous Subpart X treatment units. The Revised RCRA Facility Assessment Report dated November 23, 2004 identified twenty-eight Solid Waste Management Units as having been operated on the Facility. The Facility is located in the Gila River flood plain, current groundwater is found approximately seventy-five feet below ground level. The direction of groundwater flow is believed to be east-northeast to west-southwest.
17. Documentation of Release
 - a. The Revised RFA Report for Romic, dated November 23, 2004 developed for US EPA by Booz Allen Hamilton indicated that extensive contamination of soils had occurred at the

Facility prior to 1988. Additionally, it indicated that, while extensive soils cleanup had been conducted by Romic in accordance with a Consent Agreement and Final Order ("CA/FO") signed by US EPA in 1988 with Southwest Solvents, several remaining areas of concern existed:

- i. During earlier operations of the Facility by Southwest Solvents, prior to Romic's acquisition of the Facility in 1988, the majority of the Facility was not paved;
 - ii. No groundwater monitoring has been done at the Facility despite extensive soils clean up and removal operations;
 - iii. The RFA indicated that the past soil/groundwater release potential was high due to known and documented releases;
 - iv. Soil and groundwater sampling was suggested for the Former Railcar Tank Car area (SWMU 9) due to historical management practices in this area and the lack of complete investigation;
 - v. The integrity of the secondary containment system at the Thin Film Evaporator (SWMU 15), Waste Storage Area A (SWMU 17) and Waste Storage Area B (SWMU 18) could not be verified and soil sampling around and beneath these units was suggested;
 - vi. Cracks were noted in the concrete at Waste Storage Area D2 (SWMU 23) and the Drum Storage Bay 1 (SWMU 25), the integrity of the concrete flooring could not be verified and soil sampling around and beneath these units was suggested;
 - vii. Two tanks, previously located within the Waste Storage Area D1 (SWMU 22) but no longer present, may not have been properly closed and documentation of the closure needed to be provided;
 - viii. Several data gaps were reported concerning closure of former solid and hazardous waste management units (e.g., container storage areas and distillation units); and
- b. The Phase I Remedial Investigation Report (TCE Investigation Site) dated September 30, 2004 developed by ATC Associates Inc. for the GRIC Department of Environmental Quality ("GRIC DEQ") indicated that groundwater samples contained constituents above the US EPA Maximum Contaminant Levels ("MCL") with Trichloroethylene ("TCE"), Tetrachloroethylene ("PCE"), and 1,1-Dichloroethylene ("1,1-DCE") at a depth of approximately 75 feet Below Ground Level ("BGL") in close proximity to and down gradient from the Facility, (see Attachment 2 – GRIC DEQ Phase 1 Map).

- i. Lone Butte Groundwater Monitoring Well-4 ("LB-4") is located approximately four hundred meters down gradient and southwest of the Facility. A sample taken from LB-4 on July 7, 2004 contained the following contamination levels.

TCE (D040)	PCE (D039)	1,1-DCE (D029)
77µ/L	81µ/L	39µ/L
MCL = 5µ/L	MCL = 7µ/L	MCL = 7µ/L

- ii. The GRIC DEQ's analysis of the groundwater contamination indicated that the Site is a contamination source.
18. Hazardous wastes or hazardous constituents may further migrate from the Facility into the environment through the following pathways:
- Groundwater migration,
 - Groundwater to surface water migration, and
 - Groundwater to indoor air migration (vapor intrusion).
19. TCE, 1,1 DCE and PCE are carcinogens at very low levels of prolonged exposure through both the ingestion and inhalation pathways.
20. The Facility is located approximately two hundred meters from a drinking water well providing domestic water supplies to the community and is up gradient from several irrigation wells using the groundwater to augment irrigation projects.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

21. Based on the foregoing findings of fact and after consideration of the Administrative Record, the Waste Management Division Director of US EPA Region IX, has made the following conclusions of law and determinations.
22. Respondent is a "person" within the meaning of Section 1004(15) of RCRA.
23. Respondent is the operator of a Facility that has operated under interim status subject to §3005(e) of RCRA.
24. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to §§1004(5), 3001 of RCRA; 40 C.F.R. Part 261; and, Subpart S, §264.501, 55 Fed. Reg. 30874, July 27, 1990.

25. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Site.
26. The actions required by this Order are necessary to protect human health and/or the environment.

VII. PROJECT MANAGERS

27. Within ten (10) days of the effective date of this Order, US EPA and Respondent shall each designate a Project Manager and shall notify each other in writing of the Project Manager it has selected. Each Project Manager shall be responsible for overseeing the implementation of this Order and for designating a person to act in his/her absence. The US EPA Project Manager will be US EPA's designated representative for the Facility. To the maximum extent practicable, all communications between Respondent and US EPA, and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to this Order shall be directed through the Project Managers.
28. The parties may change their Project Manager but agree to provide at least fourteen days written notice prior to changing a Project Manager.
29. The absence of the US EPA Project Manager from the Facility shall not be cause for the stoppage of work.

VIII. WORK TO BE PERFORMED

30. Pursuant to §3008(h) of RCRA, 41 U.S.C. §6928(h), Respondent agrees to and is hereby ordered to perform the following acts in the manner and by the dates specified herein. All work undertaken pursuant to this Order shall be performed in a manner consistent with RCRA, its implementing regulations and all relevant US EPA guidance documents, as appropriate to the Facility, with the approval of the US EPA Project Manager. Relevant guidance includes, but is not limited to, "RCRA Corrective Action Plan" (OSWER Directive 9902.3-2A, May 1994), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods For Evaluating Solid Waste" (SW-846, November 1986), Results-Based Approaches to Corrective Action (updated 7/26/00), and the Documentation of Environmental Indicator Determination Guidance, relevant portions of the Model Scopes of Work for RCRA Corrective Action and of US EPA's risk assessment guidance and applicable Triad guidance. All US EPA approved Work Plans become enforceable under this Order.

A. CURRENT CONDITIONS REPORT

31. Within sixty (60) days after the effective date of this Order, Respondent must submit to US EPA for approval in accordance with Section X of this Order a Current Conditions Report that includes any recent sampling data from the facility, a summary of the historic operations, a summary of previous investigations and corrective actions, a summary of all previous compliance violations, all known hazardous waste and hazardous constituents releases to the environment, the physical setting of the facility and maps of the Facility setting and layout.

B. CONCEPTUAL SITE MODEL

32. In keeping with the Triad approach, EPA will work with Respondent to select appropriate data to use to develop a Conceptual Site Model. Within sixty (60) days after the effective date of this Order and upon notice from the EPA Project Manager, Respondent must submit to US EPA for approval in accordance with Section X of this Order a base Conceptual Site Model that addresses potential fate and transport of hazardous wastes and hazardous constituent releases to the soil and groundwater and pathways to actual or potential receptors. This Conceptual Site Model will be updated annually to reflect any new information developed during the investigation and corrective actions stages to better guide decision-making.

C. RCRA FACILITY INVESTIGATION (RFI)

33. Within thirty (30) days of the effective date of this Order, and/or Respondent's receipt of a written request from US EPA, Respondent shall meet with the US EPA Project Manager to coordinate specific US EPA guidance for the RFI.
34. Within sixty (60) days of written notice by US EPA, Respondent shall submit to US EPA for approval in accordance with Section X of this Order a workplan for a RCRA Facility Investigation ("RFI Workplan") and a Preliminary Evaluation of Corrective Measure Technologies by Laboratory or Bench-Scale Studies. The focus of the RFI shall be an investigation to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the facility which may pose an unacceptable risk to human health and the environment, and provide a report to US EPA. The investigation should be phased to first address the highest risks to human health and the environment, if any, as demonstrated in the base Conceptual Site Model.
35. The RFI Workplan shall be prepared to allow implementation of the Triad approach, and shall document the procedures and provide a specific schedule that the Respondent shall use to conduct any investigations necessary to:

- a. Provide any further characterization of the environmental setting and/or the sources and nature of hazardous wastes and/or constituents;
- b. Identify and characterize any contaminant plumes (e.g., LNAPL, DNAPL, dissolved);
- c. Characterize concentration, rate, and extent of contamination released from the facility;
- d. Identify any additional SWMUs or AOCs;
- e. Develop appropriate Corrective Action measures;
- f. Develop appropriate interim Corrective Action measures to stabilize contamination, protect human health and/or stem further contaminant migration; and
- g. Collect data necessary to conduct a Risk Assessment.

36. The RFI Workplan shall include the following sections:

- a. RFI scope,
- b. RFI Work Plan Objectives,
- c. Environmental Setting and Characterization Plan
- d. Description of Current and Previous Investigation and Corrective Action Activities,
- e. Interim Stabilization Strategy
- f. Potential Receptor Identification Plan (ecological and human)
- g. RFI Project Management Plan,
- h. RFI Sampling and Analysis Plan,
- i. RFI Data Quality Objectives,
- j. RFI Quality Assurance Project Plan,
- k. Data Management Plan,
- l. Health and Safety Plan,
- m. Communications Plan
- n. Community Relations Plan, and
- o. Schedule for Implementation of the Work Plan, including preparation and submission of preliminary and final reports to US EPA.

37. The Community Relations Plan shall, at a minimum, include:

- a. Development of a Stakeholder list,
- b. An assessment of community concerns,
- c. Development of a mailing list,
- d. Conducting an open house or informal meeting in a public location where people can talk to Agency officials and Respondent on a one-to-one basis,
- e. Preparing fact sheets summarizing the RFI findings and current and/or proposed corrective action activities. All fact sheets should be reviewed and approved by US EPA prior to public distribution,
- f. Providing information in foreign languages as necessary to reach predominantly non-English-speaking community elements,

- g. Maintaining an easily accessible repository (such as a town hall or public library) of information on the corrective action program, including the Order, approved workplan, and reports and
 - h. Maintain electronic copies of information on the corrective action program that can be made available to the public upon request.
38. Concurrent with the submission of an RFI Workplan, Respondent shall submit to US EPA a Health and Safety Plan that addresses activities prescribed by the RFI Workplan.
39. Within thirty days of US EPA approval of the RFI Workplan, Respondent will begin implementation of the RFI by performing an investigation as called for and in accordance with the schedule in the approved RFI Workplan.
40. Respondent shall submit a draft RFI Report to US EPA for review and comment in accordance with the US EPA approved RFI Workplan schedule.
41. After receipt of US EPA's comments on the draft RFI Report, Respondent shall submit a final RFI Report to US EPA for approval in accordance with the US EPA approved RFI Workplan schedule. US EPA will review the RFI Report and notify Respondent in writing of US EPA's approval/disapproval, or modification in accordance with Section X of this Order.
42. Romco may, with prior written approval from US EPA, prepare and submit the draft and final RFI Reports in multiple phases to provide timely support for the demonstrations described in paragraph 43, below (Environmental Indicator Reports).

D. ENVIRONMENTAL INDICATOR REPORTS

43. Concurrent with the submission of an RFI Workplan, Respondent shall submit to US EPA for approval in accordance with Section X of this Order Environmental Indicator Reports that provide the status of the following two interim Environmental Goals. Respondent shall update and submit these Environmental Indicator Reports to US EPA for approval in accordance with Section X on an annual basis.
- a. All current human exposures to contamination at or from the facility are under control. That is, significant or unacceptable exposures do not exist for all media known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above risk-based levels, for which there are complete pathways between contamination and human receptors.
 - b. Migration of contaminated groundwater at or from the facility is stabilized. That is, the migration of all groundwater known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above acceptable levels is stabilized to remain

within any existing areas of contamination. In addition, any discharge of groundwater to surface water is either insignificant or currently acceptable according to an appropriate interim assessment. Romic must collect monitoring and measurement data in the future as necessary to verify that migration of any contaminated groundwater is stabilized.

E. RISK ASSESSMENT/CLEAN UP STANDARDS

44. Within sixty (60) days of US EPA's approval of the RFI Report, and/or Respondent's receipt of a written request from US EPA, Respondent shall submit a Schedule for performing a risk assessment with the goal of proposing clean up standards necessary to address hazardous waste and hazardous waste constituents defined in the RFI.
45. Within thirty (30) days of US EPA's approval of the Risk Assessment Schedule, Respondent shall begin implementation of a site specific exposure and risk assessment to propose any necessary interim clean-up standards for ground and surface water, soil and soil gas and, ultimately, any necessary final clean-up standards for soil and soil gas. Final ground and surface water clean-up standards will be the US EPA Maximum Contaminant Levels ("MCLs"). US EPA Preliminary Remediation Goals ("PRGs") shall be used as the basis for proposed interim standards for soil. Final clean-up standards for soil will be risk based. For soil gas, interim and final clean-up standards will be risk based.
46. If required, Respondent shall develop, and submit to US EPA for approval, a Site Specific Exposure and Risk Assessment/Clean up Standards Report in accordance with the approved Risk Assessment Schedule. The Report shall address proposed site specific interim and final clean-up standards for the hazardous wastes and hazardous waste constituents defined in the RFI.

F. CORRECTIVE MEASURES STUDY (CMS) REPORT

47. Within sixty days of US EPA's approval of the RFI Report, and/or Respondent's receipt of a written request from US EPA, Respondent shall submit a Workplan and a Schedule for developing a Corrective Measures Study ("CMS") Report to US EPA for approval in accordance with Section X of this Order. Respondent shall implement the approved CMS Workplan, in accordance with the US EPA approved CMS Schedule.
48. In accordance with the approved CMS Report Schedule, Respondent shall submit a draft CMS Report to US EPA for review and comment and submit a final CMS Report to US EPA for approval in accordance with Section X of this Order.
49. As part of its preparation of the CMS Report, Respondent shall prepare treatability studies for all potential corrective measures that involve treatment except where Respondent can demonstrate to US EPA's satisfaction that they are not needed. The CMS Report shall

include, at a minimum, a summary of the treatability studies and conceptual design. If Respondent believes that treatability studies are not necessary, Respondent shall submit a justification for such position in accordance with the approved CMS Report Schedule. US EPA may approve, disapprove or modify Respondent's request to forgo performance of a treatability study in accordance with Section X of this Order.

50. The CMS Report shall detail the methodology used for developing and evaluating potential corrective measures to remedy any contamination at or released from the facility. Using the Triad approach, the CMS Report shall identify the potential corrective measures, including any innovative technologies that may be used for the containment, treatment, and/or disposal of contamination.

51. The CMS Report shall contain, at a minimum, the following information:

- a. A description of the general approach to the CMS and potential remedies;
- b. A statement of the overall objectives of the study;
- c. The specific strategies utilized for evaluating remedies to ensure compliance with Media Cleanup Standard(s) ("MCS(s)"), (*i.e.*, the clean-up standards addressed in Subsection E of this Section), at the point(s) of compliance;
- d. A justification for each corrective measure that Respondent studied to achieve the MCS(s);
- e. A description of potential optimization opportunities for each corrective action measure;
- f. An evaluation of any treatability studies performed;
- g. An evaluation of the overall protectiveness of human health and of the environment for each corrective measure studied;
- h. The ability to attain the MCS(s) at the point(s) of compliance for each corrective measure studied;
- i. The ability of each corrective measure to control the source(s) of release(s);
- j. Local environmental or public health standards, regulations, and/or ordinances will affect the design, operation, and timing of each corrective measure alternative and how those legal requirements will be met;
- k. An assessment of short-term and of long-term reliability and effectiveness of each corrective measure studied, including, but not limited to, the methodology used to estimate the short-term and long-term reduction of toxicity, mobility, or volume of waste and the resulting estimate;
- l. An evaluation of potential optimizations methods and/or strategies to supplement each corrective measure;
- m. An estimated time frame for achieving clean up standards identified through the risk assessment and clean up standard development process for each corrective measure alternative;
- n. An evaluation of ease of implementation of each corrective measure;

- o. An estimate of the cost, including capital and annual operation and maintenance costs of each corrective measure;
- p. A recommendation as to which corrective measure(s), in Respondent's opinion, is [are] the most appropriate, and the rationale for such recommendation;
- q. A description of the corrective action that in Respondent's opinion resulted from Respondent's operations.
- r. A proposed timeline to construct and implement the Respondent's preferred corrective measure(s), and to submit a Final Remedy Construction Completion Report and
- s. Information necessary for US EPA to develop a Statement of Basis for Remedy Selection.

52. Respondent will, as necessary, keep US EPA informed of progress and interim findings throughout the course of the CMS process by regularly scheduled and ad hoc phone calls and e-mails and by written reports.

53. In accordance with Section IX, Public Participation, US EPA will provide the public with an opportunity to submit written and/or oral comments and an opportunity for a public meeting regarding US EPA's proposed cleanup standards and remedy for the facility prior to final approval of the CMS and implementation of corrective action.

G. IMMEDIATE OR POTENTIAL THREATS AND INTERIM CORRECTIVE ACTION MEASURES

54. In the event Respondent or US EPA identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers new solid waste management units not previously identified, Respondent (where Respondent identifies or discovers such events or conditions) shall notify the US EPA Project Manager, orally within 48 hours of discovery and notify US EPA in writing within 7 days of such discovery, summarizing the immediacy and magnitude of the potential threat(s) to human health and/or the environment. If US EPA identifies or discovers such events or conditions, US EPA will notify Respondent in writing. If US EPA determines that immediate action is required, the US EPA Project Manager may orally require Respondent to act prior to Respondent's receipt of any written request or proposal to implement interim Corrective Action measures.

55. Respondent shall, upon its own initiative, or at the written request of US EPA, submit proposals to US EPA for the implementation of interim Corrective Action measures, and implement them upon US EPA's written approval in accordance with Section X of this Order. Such interim Corrective Action measures may expand or modify the investigation scope and/or schedule, address source control and/or stabilization of contaminated groundwater and/or protect human health or the environment. Any interim Corrective Action measures workplan should ensure that the interim measures are designed to mitigate

immediate or potential threats to human health and/or the environment and should be consistent with the objectives of, and contribute to the performance of, any long-term remedy which may be required at the Facility. Such workplans should also include the following sections:

- a. interim measures objectives
- b. public involvement plan
- c. data collection quality assurance
- d. data management
- e. design plans and specifications
- f. operation and maintenance
- g. project schedule
- h. interim measure construction quality assurance and
- i. reporting requirements

Any interim measures workplan should also be accompanied by a Health and Safety Plan.

IX. PUBLIC PARTICIPATION AND COMMENT IN REMEDY SELECTION

- 56. US EPA will provide the public with an opportunity to review and comment on the final draft of the Corrective Measures Study Report and a description of US EPA's proposed corrective measure(s) (the "Remedy" or "Selected Remedy"), including US EPA's justification for proposing such Remedy (the "Statement of Basis").
- 57. Following the public comment period, US EPA may approve the Corrective Measures Study Report and select a final Remedy or require Respondent to revise the Report and/or perform additional corrective measures studies. US EPA will notify Respondent of the final Selected Remedy in the Agency's Final Decision and Response to Comments ("RTC"). The notification will include US EPA's reasons for selecting the Remedy.

X. AGENCY APPROVALS/PROPOSED CONTRACTOR/ ADDITIONAL WORK

A. US EPA APPROVALS

- 58. US EPA will provide Respondent with its written approval, approval with conditions and/or modifications, disapproval, or disapproval with comments, for any workplan, report (except progress or status reports), specification, or schedule submitted pursuant to or required by this Order, including any report required to be submitted to US EPA for approval. US EPA will provide a statement of reasons for any approval with conditions and/or modifications, disapproval or disapproval with comments.

59. Respondent shall revise any workplan, report, specification, or schedule to address US EPA's written comments. Respondent shall submit to US EPA any revised submittals in accordance with the due date specified by US EPA. Revised submittals are subject to US EPA approval, approval with conditions and/or modifications, disapproval, or disapproval with comments.
60. Upon receipt of US EPA's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.
61. Any US EPA approved report, workplan, specification, or schedule shall be deemed incorporated into this Order. Prior to this written approval, no workplan, report, specification, or schedule shall be construed as approved and final. Oral advice, suggestions, or comments given by US EPA representatives will not constitute an official approval, nor shall any oral approval or oral assurance of approval be considered binding.

B. PROPOSED CONTRACTOR/CONSULTANT

62. All work performed pursuant to this Order shall be under the direction and supervision of a professional engineer, hydrologist, geologist, or environmental scientist, with expertise in hazardous waste cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to adequately perform all aspects of the work for which it is responsible. Within 14 days of the effective date of this Order, Respondent shall notify the US EPA Project Manager in writing of the name, title, and qualifications of the engineer, hydrologist, geologist, or environmental scientist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Order. Respondent shall identify whether any contractor is on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

C. ADDITIONAL WORK

63. US EPA may determine or Respondent may propose that certain tasks, including but not limited to investigatory work, engineering evaluation, or procedure/methodology modifications, are necessary in addition to or in lieu of the tasks included in any US EPA-approved workplan, when such additional work is necessary to meet the purposes set forth in Section III: Statement of Purpose. If US EPA determines that Respondent shall perform additional work, US EPA will notify Respondent in writing and specify the basis for its determination that the additional work is necessary. Within twenty days after the receipt of such determination, Respondent shall have the opportunity to meet or confer with US EPA to discuss the additional work. If required by US EPA, Respondent shall submit for US EPA approval a workplan for the additional work. US EPA will specify the contents of such workplan. Such workplan shall be submitted within thirty days of receipt of US EPA's determination that additional work is necessary, or according to an alternative schedule

established by US EPA. Upon approval of a workplan by US EPA, Respondent shall implement it in accordance with the schedule and provisions contained therein.

XI. QUALITY ASSURANCE

64. Respondent shall follow US EPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control ("QA/QC") and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the QA/QC and chain of custody procedures in approved workplans must be approved by US EPA prior to implementation; must be documented, including reasons for the deviations; and must be reported in the applicable report (e.g., RFI).
65. The name(s), addresses, and telephone numbers of the analytical laboratories Respondent proposes to use must be specified in the applicable workplan(s).
66. All workplans required under this Order shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended use(s).
67. Respondent shall monitor to ensure that high quality data is obtained by its consultant or contract laboratories. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (SW-846 Third Edition as amended by Updates One through Three, November 2004), or other methods deemed satisfactory to US EPA. If methods other than US EPA methods are to be used, Respondent shall specify all such protocols in the applicable workplan (e.g., RFI). US EPA may reject any data that does not meet the requirements of the approved workplan or US EPA analytical methods and may require resampling and additional analysis.
68. Respondent shall ensure that laboratories it uses for analyses participate in a QA/QC program equivalent to that which is followed by US EPA. US EPA may conduct a performance and QA/QC audit of the laboratories chosen by Respondent before, during, or after sample analyses. Upon request by US EPA, Respondent shall have its laboratory perform analyses of samples provided by US EPA to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, resampling and additional analysis may be required.

XII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

69. Respondent shall submit to US EPA upon request the results of all sampling and/or tests or other data generated by divisions, agents, consultants, or contractors pursuant to this Order.

70. Notwithstanding any other provisions of this Order, the United States retains all of its information gathering and inspection authorities and rights, including the right to bring enforcement actions related thereto, under RCRA, CERCLA, and any other applicable statutes or regulations.
71. Respondent shall notify US EPA in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Order. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from the US EPA Project Manager or, if the US EPA Project Manager is unavailable, his/her Section Chief, to commence such activities immediately. At the request of US EPA, Respondent shall provide or allow US EPA or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Order. Similarly, at the request of Respondent, US EPA shall allow Respondent or its authorized representative(s) to take split or duplicate samples of all samples collected by US EPA under this Order.
72. Respondent may assert a business confidentiality claim covering all or part of any information submitted to US EPA pursuant to this Order. Any assertion of confidentiality must be accompanied by information that satisfies the items listed in 40 C.F.R. §2.204(e)(4) or such claim shall be deemed waived. Information determined by US EPA to be confidential, or information subject to a pending determination of confidentiality by US EPA, shall be disclosed only to the extent permitted by 40 C.F.R. Part 2. If no such confidentiality claim accompanies the information when it is submitted to US EPA, the information may be made available to the public by US EPA without further notice to Respondent. Respondent agrees not to assert any confidentiality claim with regard to any physical or analytical data.

XIII. ACCESS

73. US EPA, its contractors, employees, and/or any duly designated US EPA representatives are authorized to enter and freely move about the Facility pursuant to this Order for the purposes of, among other things: interviewing Facility personnel and contractors; inspecting records, operating logs, and contracts related to the facility; reviewing the progress of Respondent in carrying out the terms of this Order; conducting such tests, sampling, or monitoring as US EPA deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the reports and data submitted to US EPA by Respondent. Respondent agrees to provide US EPA and its representatives access at all reasonable times to the Facility and subject to paragraph 74 below, to any other property to which access is required for implementation of this Order. Respondent shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Order and that are within the possession or under the control of Respondent or its contractors or consultants.

74. To the extent that work being performed pursuant to this Order must be done beyond the Facility property boundary, Respondent shall use its best efforts to obtain access agreements necessary to complete work required by this Order from the present owner(s) of such property within 30 days of the date that the need for access becomes known to Respondent. Best efforts as used in this paragraph shall include, at a minimum, a certified letter from Respondent to the present owner(s) of such property requesting access agreement(s) to permit Respondent and its authorized representatives to access such property, and the payment of reasonable compensation in consideration of granting access. Any such access agreement shall provide for access by US EPA and its representatives. Respondent shall ensure that US EPA's Project Manager has a copy of any access agreement(s). In the event that agreements for access are not obtained within 30 days of approval of any workplan for which access is required, or of the date that the need for access became known to Respondent, Respondent shall notify US EPA in writing within 14 days thereafter of both the efforts undertaken to obtain access and the failure to obtain access agreements. US EPA may, at its discretion, assist Respondent in obtaining access. In the event US EPA obtains access, Respondent shall undertake US EPA-approved work on such property.
75. The Respondent agrees to indemnify the United States as provided in Section XXII: Indemnification, for any and all claims arising from activities on such property.
76. Nothing in this section limits or otherwise affects US EPA's right of access and entry pursuant to applicable law, including RCRA and CERCLA.
77. Nothing in this section shall be construed to limit or otherwise affect Respondent's liability and obligation to perform corrective action including corrective action beyond the facility boundary, notwithstanding the lack of access.

XIV. RECORD PRESERVATION

78. Respondent shall retain, during the pendency of this Order and for a minimum of 3 years after its termination, all data, records, and documents now in its possession or control or which come into its possession or control which relate in any way to this Order or to hazardous waste management and/or disposal at the facility. Respondent shall notify US EPA in writing 90 days prior to the destruction of any such records, and shall provide US EPA with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Order and shall be addressed to:

Director
Waste Management Division
US EPA, Region IX
75 Hawthorne St.

San Francisco CA 94105

79. Respondent further agrees that within 30 days of retaining or employing any agent, consultant, or contractor for the purpose of carrying out the terms of this Order, Respondent will enter into an agreement with any such agents, consultants, or contractors whereby such agents, consultants, and/or contractors will be required to provide Respondent a copy of all documents produced pursuant to this Order.
80. All documents pertaining to this Order shall be stored by the Respondent in a centralized location to afford ease of access by US EPA or its representatives.

XV. REPORTING AND DOCUMENT CERTIFICATION

81. Beginning with the first full month following the effective date of this Order, and throughout the period that this Order is effective, Respondent shall provide US EPA with quarterly progress reports. Progress reports are due not more than fifteen days after the end of the reporting period. US EPA may adjust the frequency of progress reports to be consistent with site-specific activities.
82. Three copies of all documents submitted pursuant to this Order shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, or by overnight express mail to:

Documents to be submitted to the US
EPA should be sent to:

John Moody, US EPA Project
Manager,
US US EPA, Region IX
Waste Management Division
75 Hawthorne St., (WST-4)
San Francisco, CA 94105

83. Other addresses can also be designated by the Project Managers. All documents submitted pursuant to this Order shall be printed on recycled paper and shall be copied double-sided whenever practicable. Additionally, all documents submitted pursuant to this Order shall also be submitted in electronic format (CD ROM) and delivered to US EPA by hand, by certified mail, return receipt requested, or by overnight express mail to the US EPA Project Manager.
84. Any report or other document submitted by Respondent pursuant to this Order which makes any representation concerning Respondent's compliance or noncompliance with any

requirement of this Order shall be certified by a responsible corporate officer of Respondent or a duly authorized representative. A responsible corporate officer means: a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation.

85. The certification required by paragraph 84 above, shall be in the following form:

"I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to evaluate the information submitted. I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those identified portion(s) of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, or the immediate supervisor of such person(s), the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature: _____

Name: _____

Title: _____

Date: _____

XVI. DELAY IN PERFORMANCE/STIPULATED PENALTIES

86. Unless there has been a written modification by US EPA of a compliance date, a written modification by US EPA of an approved workplan condition, or excusable delay as defined in Section XVIII: Force Majeure and Excusable Delay, if Respondent fails to comply with any term or condition set forth in this Order in the time or manner specified herein, Respondent shall pay up to stipulated penalties as set forth below upon written demand from US EPA.

- a. For failure to commence, perform, and/or complete field work in a manner acceptable to US EPA or at the time required pursuant to this Order: up to \$500.00 per day for the first

ten days of such violation, up to \$1,000.00 per day for the eleventh through twenty-first day of such violation, and up to \$2,500.00 per day for each day of such violation thereafter.

- b. For failure to complete and submit any workplans or reports (other than progress reports) in a manner acceptable to US EPA or at the time required pursuant to this Order, or for failure to notify US EPA of immediate or potential threats to human health and/or the environment, new releases of hazardous waste and/or hazardous constituents and/or new solid waste management units not previously identified, as required by this Order up to \$500.00 per day for the first ten days of such violation, up to \$1,000.00 per day for the eleventh through twenty-first day of such violation, and up to \$2,500.00 per day for each day of such violation thereafter.
 - c. For failure to complete and submit other submittals not included in paragraph 86.b. of this section in a manner acceptable to US EPA or at the time required pursuant to this Order: up to \$500.00 per day for the first ten days of such violation, up to \$1,000.00 per day for the eleventh through twenty-first day of such violation, and up to \$2,500.00 per day for each day of such violation thereafter.
 - d. For failure to comply with any other provisions of this Order in a manner acceptable to US EPA: up to \$500.00 per day for the first ten days of such violation, up to \$1000.00 per day for the eleventh through twenty-first day of such violation, and up to \$2,500.00 per day for each day of such violation thereafter.
87. 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 day of correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of the Order. Penalties shall continue to accrue regardless of whether US EPA has notified the Respondent of a violation.
88. All penalties owed to the United States under this Section shall be due and payable within 30 days of the Respondent's receipt from US EPA of a written demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVII: Dispute Resolution. Such a written demand will describe the violation and will indicate the amount of penalties due.
89. Interest shall begin to accrue on any unpaid stipulated penalty balance beginning on the thirty-first day after Respondent's receipt of US EPA's demand letter. Interest shall accrue at the Current Value of Funds Rate established by the Secretary of the Treasury. Pursuant to 31 U.S.C. §3717, an additional penalty of 6% per annum on any unpaid principal shall be assessed for any stipulated penalty payment which is overdue for 90 or more days.

90. All penalties shall be made payable by certified or cashier's check to the United States of America and shall be remitted to the appropriate address as indicated below:

For a check drawn on a U.S. bank sent by regular U.S. Postal Service mail:

U.S. Environmental Protection Agency
Region 9
P.O. Box 371099M
Pittsburgh, PA 15251

For a check drawn on a U.S. bank sent by express mail:

Mellon Client Service Center
ATTN: Shift Supervisor - Lockbox 371099M
500 Ross Street
Pittsburgh, PA 15262-0001

All such checks shall reference the name of the Facility, the Respondent's name and address, and the US EPA docket number of this action. Copies of all such checks and letters forwarding the checks shall be sent simultaneously to the US EPA Project Manager.

91. Respondent may dispute US EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section XVII: Dispute Resolution. The stipulated penalties in dispute shall continue to accrue, but need not be paid, during the dispute resolution period. Respondent shall pay stipulated penalties and interest, if any, in accordance with the dispute resolution decision and/or agreement. Respondent shall submit such payment to US EPA within 7 days of receipt of such resolution in accordance with Paragraph 90 of this Section.
92. Neither the invocation of dispute resolution nor the payment of penalties shall alter in any way Respondent's obligation to comply with the terms and conditions of this Order.
93. The stipulated penalties set forth in this section do not preclude US EPA from pursuing any other remedies or sanctions which may be available to US EPA by reason of Respondent's failure to comply with any of the terms and conditions of this Order.

XVII. DISPUTE RESOLUTION

94. The parties shall use their best efforts to informally and in good faith resolve all disputes or differences of opinion. The parties agree that the procedures contained in this section are the sole procedures for resolving disputes arising under this Order. If Respondent fails to follow

any of the requirements contained in this section then it shall have waived its right to further consideration of the disputed issue.

95. If Respondent disagrees, in whole or in part, with any written decision ("Initial Written Decision") by US EPA pursuant to this Order, Respondent's Project Manager shall notify the US EPA Project Manager of the dispute. The Project Managers shall attempt to resolve the dispute informally.
96. If the Project Managers cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objections in writing. Respondent's written objections must be directed to the US EPA Project Manager. This written notice must be mailed to such person(s) within fourteen days of Respondent's receipt of the Initial Written Decision. Respondent's written objection must set forth the specific points of the dispute, the position Respondent claims should be adopted as consistent with the requirements of this Order, the basis for Respondent's position, and any matters which it considers necessary for US EPA's determination.
97. US EPA and Respondent shall have fourteen days from US EPA's receipt of Respondent's written objections to attempt to resolve the dispute through formal negotiations. This time period may be extended by US EPA for good cause. During such time period, ("Negotiation Period") Respondent may request a conference with the Director of the Waste Management Division, Region IX, to discuss the dispute and Respondent's objections. US EPA agrees to confer in person or by telephone to resolve any such disagreement with the Respondent as long as Respondent's request for a conference will not extend the Negotiation Period.
98. If the parties are unable to reach an agreement within the Negotiation Period, Respondent has the right to submit any additional written arguments and evidence, not previously submitted, to the Director, Waste Management Division, Region IX. Based on the record, US EPA shall provide to Respondent its written decision on the dispute ("US EPA Dispute Decision") which shall include a response to Respondent's arguments and evidence. Such decision shall be incorporated into and become an enforceable element of this Order, but will not be considered final Agency action for purposes of judicial review.
99. Except as provided in Section XVI: Delay in Performance/Stipulated Penalties, the existence of a dispute as defined in this section and US EPA's consideration of matters placed into dispute shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Order during the pendency of the dispute resolution process.
100. Respondent may request mediation within 5 days of issuance of the US EPA Dispute Decision if such decision involves a mediated matter as defined in paragraph 101. In the event of such a request, the parties agree to follow the procedures in paragraphs 101 through

108 below. Alternatively, US EPA and Respondent may agree in writing to waive formal negotiations as outlined above and initiate mediation as outlined below.

101. For purposes of this section, Mediated Matters include: (1) the need for additional work beyond that required in Section VIII: Work to be Performed, costing an additional \$50,000.00; (2) approval of the final RFI report or CMS workplan; (3) the existence of a force majeure event pursuant to Section XVIII: Force Majeure or (4) the amount of financial assurance required. Respondent may invoke the mediation process no more than five (5) times during the pendency of this Order.
102. The parties agree that they will share equitably the costs of mediation. The US EPA Project Manager shall notify Respondent as to the extent of US EPA's ability to share equitably the costs of mediation within 5 days of US EPA's receipt of Respondent's request for mediation or within 5 days of the date of the parties' agreement to mediate pursuant to paragraph 100 above. This time period may be extended by the US EPA Project Manager if necessary to determine the availability of US EPA funds to share the costs of mediation. US EPA shall use best efforts to make funds available for such mediation. US EPA's ability to share the costs of mediation will be determined by US EPA in its sole discretion and shall not be subject to dispute resolution or judicial review. Upon written notice by the US EPA Project Manager to Respondent that US EPA cannot equitably share the costs of mediation, the US EPA Dispute Decision shall be incorporated into and become an enforceable element of this Order, but will not be considered final Agency action for purposes of judicial review. If US EPA notifies Respondent that it can equitably share the expenses of mediation then the Parties shall follow the procedures below.
103. If the parties use the Dispute Resolution Support Services contract they agree to select a mediator(s) in accordance with the following procedures:
 - a. Upon receipt of Respondent's request for mediation or the written agreement to mediate pursuant to paragraph 100 above, and following US EPA's notification that it can share the expenses of mediation, the parties will be forwarded a list of mediators ("Mediator Selection List") available through the Dispute Resolution Support Services Contract managed by US EPA.
 - b. Within 5 days of Respondent's receipt of the Mediator Selection List, the parties shall simultaneously provide each other with a letter ("Mediator Nomination Letter") which shall contain the names of 5 persons from the Mediator Selection List nominated to serve as mediators for the Mediated Matter in dispute.
 - c. The mediators nominated by each party must not have any past, present, or planned future business relationships with the parties, other than for mediation activities. They must also

agree to the terms and conditions for mediation contained in this Order and enter into an agreement for the provision of ADR services with the parties. All persons nominated shall be provided with a copy of the Order by the nominating party. Any conflicts of interest or refusal to comply with paragraphs 106 and 107 of this section shall automatically result in rejection of said nominee.

d. Within 5 days of the receipt of the Mediation Nomination Letters, each party shall advise the other in writing of acceptable nominees. All acceptable nominees who are not automatically rejected pursuant to subparagraph 103.c. above, shall comprise the Mediator Nomination List. The parties shall select a mediator from the Mediator Nomination List and enter into an agreement for mediation services with such mediator through negotiation and by mutual consent within 20 days of the receipt of the Mediation Nomination Letters.

Alternatively, the parties may select a mediator from any other source of mediators. In this event, the provisions of paragraph 103.c. shall continue in effect.

104. The parties agree that the time period for mediation of the matter in dispute is limited to 30 days from the date the parties sign an agreement with a Mediator. This time period may be extended by US EPA.
105. If for any reason the parties are unable to select a mediator, or are unable to approve and execute an agreement for mediation services, or are unable to complete mediation, within the time periods for those activities specified in paragraphs 103 and 104 above, US EPA's Dispute Decision shall be incorporated into and shall become an enforceable element of this Order upon the conclusion of such time period, but will not be considered final Agency action for purposes of judicial review.
106. Unless the parties agree otherwise in writing, the mediator's role shall be limited to facilitating negotiation between the parties. Mediation sessions shall not be recorded verbatim and no formal minutes or transcripts shall be maintained. Unless the parties agree otherwise, the mediator shall make no written findings or recommendations.
107. Meetings or conferences with the mediator shall be treated as confidential settlement negotiations. Statements made by any person during any such meetings or conferences shall be deemed to have been made in compromise negotiations within the meaning of Rule 408 of the Federal Rules of Evidence and applicable state rules of evidence, and shall not be offered in evidence in any proceeding by any person. The mediator will be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the mediation, including those between persons not a party to the mediation. If Respondent fails to comply with the mediation confidentiality requirements of this section, then it will forfeit its rights, if any remain, under this Order to request future mediation.

108. Any agreement to resolve the dispute reached by the parties pursuant to this section shall be in writing and shall be signed by both parties. The written agreement shall specify which provisions of the US EPA Dispute Decision are superseded and/or modified. If the written agreement is not signed by Respondent within 7 days after the resolution of the dispute it shall be null and void and the US EPA Dispute Decision shall be incorporated into and become an enforceable element of this Order, but will not be considered final Agency action for purposes of judicial review.

XVIII. FORCE MAJEURE AND EXCUSABLE DELAY

109. Force majeure, for purposes of this Order, is defined as any event arising from causes not foreseen and beyond the control of Respondent or any person or entity controlled by Respondent, including but not limited to Respondent's contractors, that delays or prevents the timely performance of any obligation under this Order despite Respondent's best efforts to fulfill such obligation. The requirement that Respondent exercise "best efforts to fulfill such obligation" shall include, but not be limited to, best efforts to anticipate any potential force majeure event and address it before, during, and after its occurrence, such that any delay or prevention of performance is minimized to the greatest extent possible. Force majeure does not include increased costs of the work to be performed under this Order, financial inability to complete the work, work stoppages or other labor disputes.
110. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a force majeure event, Respondent shall contact by telephone and communicate orally with US EPA's Project Manager or, in his or her absence, US EPA's alternative Project Manager or, in the event both of US EPA's designated representatives are unavailable, the Director of the Hazardous Waste Management Division, US EPA Region IX, within [72] hours of when Respondent first knew or should have known that the event might cause a delay. If Respondent wishes to claim a force majeure event, then within [7] days thereafter, Respondent shall provide to US EPA in writing the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; all other obligations affected by the event, and what measures, if any, taken or to be taken to minimize the effect of the event on those obligations; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent'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 Respondent, such event may cause or contribute to an endangerment to public health or the environment. Respondent shall include with any notice all available documentation supporting its claim, if any, that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event. Respondent shall be deemed to have notice of any circumstances of which its contractors had or should have had notice.

111. If US EPA determines that the delay or anticipated delay is attributable to a force majeure event, the time for performance of such obligation under this Order that is affected by the force majeure event will be extended by US EPA for such time as US EPA determines is necessary to complete such obligation. An extension of the time for performance of such obligation affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation, unless Respondent can demonstrate that more than one obligation was affected by the force majeure event. If US EPA determines that the delay or anticipated delay has been or will be caused by a force majeure event, US EPA will notify Respondent in writing of the length of the extension, if any, for performance of such obligations affected by the force majeure event.
112. If US EPA disagrees with Respondent's assertion of a force majeure event, US EPA will notify Respondent in writing and Respondent may elect to invoke the dispute resolution provision, and shall follow the time frames set forth in Section XVII: Dispute Resolution. In any such proceeding, Respondent 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 Respondent complied with the requirements of this Section. If Respondent satisfies this burden, the time for performance of such obligation will be extended by US EPA for such time as is necessary to complete such obligation.

XIX. RESERVATION OF RIGHTS

113. US EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Order, including without limitation the assessment of penalties under §3008(h)(2) of RCRA, 42 U.S.C. §6928(h)(2). This Order shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, and/or authorities, civil or criminal, which US EPA has under RCRA, CERCLA, or any other statutory, regulatory, or common law authority of the United States.
114. US EPA reserves the right to disapprove of work performed by Respondent pursuant to this Order and to order that Respondent perform additional tasks.
115. US EPA reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and remedial work as it deems necessary to protect human health and/or the environment. US EPA may exercise its authority under CERCLA to undertake response actions at any time. In any event, US EPA reserves its right to seek reimbursement from Respondent for costs incurred by the United States.

Notwithstanding compliance with the terms of this Order, Respondent is not released from liability, if any, for the costs of any response actions taken or authorized by US EPA.

116. If US EPA determines that activities in compliance or noncompliance with this Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work ordered, US EPA may order Respondent to stop further implementation of this Order for such period of time as US EPA determines may be needed to abate any such release or threat and/or to undertake any action which US EPA determines is necessary to abate such release or threat.
117. This Order is not intended to be nor shall it be construed to be a permit. Further, the parties acknowledge and agree that US EPA's approval of the SOW or any final workplan does not constitute a warranty or representation that the SOW or workplans will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Order shall not relieve Respondent of its obligations to comply with RCRA or any other applicable local, State, or federal laws and regulations.
118. Respondent does not admit any of the factual or legal determinations made by the US EPA and reserves all rights and defenses it may have regarding liability or responsibility for conditions at the facility, with the exception of its right to contest US EPA's jurisdiction to issue or enforce this Order and its right to contest the terms of this Order. Respondent has entered into this Order in good faith without trial or adjudication of any issue of fact or law.
119. Notwithstanding any other provision of this Order, no action or decision by US EPA pursuant to this Order, including without limitation, decisions of the Regional Administrator, the Director of the Waste Management Division, or any authorized representative of US EPA, shall constitute final agency action giving rise to any right of judicial review prior to US EPA's initiation of a judicial action to enforce this Order, including an action for penalties or an action to compel Respondent's compliance with the terms and conditions of this Order.
120. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive or other appropriate relief relating to the facility, Respondent 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 raised in the present matter.

XX. OTHER CLAIMS

121. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action, demand, or defense in law or equity, against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility. The Respondent waives any claims or demands for compensation or payment under §§106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. §9507 for, or arising out of, any activity performed or expense incurred pursuant to this Order. Additionally, this Order does not constitute any decision on preauthorization of funds under §111(a)(2) of CERCLA.

XXI. OTHER APPLICABLE LAWS

122. All actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, state, and Federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

XXII. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

123. Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising solely from or on account of acts or omissions of Respondent or its officers, employees, agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Order. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Respondent or the United States under their various contracts.

XXIII. COST ESTIMATES AND ASSURANCES OF FINANCIAL RESPONSIBILITY FOR COMPLETING THE WORK

A. Estimated Cost of the Work

124. Respondent shall submit to US EPA detailed written estimates, in current dollars, of the cost of hiring a third party to perform the Work to be Performed under this Consent Order (hereafter "Estimated Cost(s) of the Work"). The Estimated Cost(s) of the Work shall account for the total costs of the work activities that they cover, as described in Sections VIII and X of this Order, including any necessary long term costs, such as operation and

maintenance costs and monitoring costs. A third party is a party who (i) is neither a parent nor a subsidiary of Respondent and (ii) does not share a common parent or subsidiary with Respondent. The cost estimates shall not incorporate any salvage value that may be realized from the sale of wastes, facility structures or equipment, land or other assets associated with the facility.

125. Respondent shall submit the following to US EPA for review and approval in accordance with the timeframes set forth below and shall maintain financial assurance with respect to the following upon approval by US EPA of both the Estimated Costs of the Work and the financial instruments for each item listed:
 - a. Within ninety (90) days of the effective date of this Order, submit draft financial assurance instruments and related documents to US EPA for review and approval in accordance with Section X of this Order to demonstrate Respondent's ability to pay for at least \$500,000 worth of the work required under this Order. Within ten days after US EPA's approval of the draft financial assurance instruments, Respondent shall execute or otherwise finalize all instruments or other documents required in order to make the selected financial assurance legally binding in a form substantially identical to the financial assurance documents reviewed and approved by US EPA. Respondent shall submit all executed and/or otherwise finalized instruments or other documents to US EPA within thirty days after US EPA's approval of the draft financial assurance instruments.
 - b. Simultaneously with the submittal of the RFI Workplan, Respondent shall submit to US EPA for review and approval in accordance with Section X of this Order, an initial Estimated Cost of the Work to be Performed under both Section VIII C of this Order, (Work To Be Performed - RCRA Facility Investigation ["RFI"]) and Section VIII F of this Order (Work To Be Performed - Corrective Measures Study ["CMS"] Report).
 - c. Upon request, and in accordance with the timeframe(s) established in any request(s) by US EPA for or US EPA-approved proposals by Respondent to perform any interim corrective action measure(s) under Section VIII H of this Order, (Work To Be Performed - Immediate or Potential Threats and Interim Corrective Action Measures) Respondent shall submit to US EPA for review and approval in accordance with Section X of this Order an initial Estimated Cost of the Work to be performed under any US EPA-approved interim measures workplan.
 - d. Simultaneously with the submittal of any workplan to implement Additional Work pursuant to Section X C of this Order, Respondent shall submit to US EPA for review and approval in accordance with Section X of this Order an initial Estimated Cost of the Work to be performed under such workplan.

126. Respondent shall maintain the Financial Assurance required under Subparagraph 125.a., above, until such time as Respondent establishes Financial Assurance relating to the RFI and CMS (see Subparagraph 125.b., above) in accordance with this Section and has been released from the obligation to maintain the Financial Assurance in accordance with Subparagraph 141.c., below. Respondent shall maintain the Financial Assurance required under Subparagraph 125.b., above, until such time as US EPA approves the CMS Report and Respondent has been released from the obligation to maintain the Financial Assurance in accordance with Subparagraph 141.c., below. Respondent shall maintain the Financial Assurance required under Subparagraphs 125.d. until such time as the subject Interim Corrective Action Measures and/or Additional Work has been completed to US EPA's satisfaction and Respondent has been released from the obligation to maintain the Financial Assurance in accordance with Subparagraph 141.c., below.
127. For the Estimated Costs of Work required to be submitted under Subparagraphs 125b through d, above, Respondent shall annually adjust the Estimated Cost of the Work for inflation within thirty days after the close of Respondent's fiscal year until the Work required by this Consent Order is completed. In addition, Respondent shall adjust the Estimated Cost of the Work if US EPA determines that any additional Work is required, pursuant to Section X. Subsection C. (Additional Work), or if any other condition increases the cost of the Work to be performed under this Consent Order.
128. Respondent shall submit each Estimated Cost of the Work to US EPA for review and approval in accordance with Section X of this Order. US EPA will review each cost estimate and notify Respondent in writing of US EPA's approval, disapproval, or modification of the cost estimate.

B. Assurances of Financial Responsibility for Completing the Work

129. In order to secure the full and final completion of the Work in accordance with this Consent Order, Respondent shall establish and maintain financial assurance for the benefit of the US EPA in the amount of the most recent Estimated Cost(s) of the Work. Respondent may use one or more of the financial assurance forms generally described in Subparagraphs 129 a - f, below. Any and all financial assurance instruments provided pursuant to this Consent Order shall be satisfactory in form and substance as determined by US EPA.
- a. A trust fund established for the benefit of US EPA, administered by a trustee who has the authority to act as a trustee under Federal or State law and whose trust operations are regulated and examined by a Federal or State agency, and that is acceptable in all respects to the US EPA. The trust agreement shall provide that the trustee shall make payments from the fund as the US EPA Project Manager in consultation with the US EPA RCRA Financial Assurance Coordinator, shall direct in writing (1) to reimburse Respondent

from the fund for expenditures made by Respondent for Work performed in accordance with this Consent Order, or (2) to pay any other person whom the US EPA Project Manager determines has performed or will perform the Work in accordance with this Consent Order. The trust agreement shall further provide that the trustee shall not refund to the grantor any amounts from the fund unless and until US EPA has advised the trustee in writing that the Work under this Consent Order has been successfully completed.

- b. A surety bond unconditionally guaranteeing performance of the Work in accordance with this Consent Order, or guaranteeing payment at the direction of US EPA into a standby trust fund that meets the requirements of the trust fund in Subparagraph 129.a. above. The surety company issuing the bond shall, at a minimum, be among those listed as acceptable sureties on Federal Bonds as set forth in Circular 570 of the U.S. Department of the Treasury.
- c. An irrevocable letter of credit, payable at the direction of the US EPA Project Manager, in consultation with the US EPA RCRA Financial Assurance Coordinator, into a standby trust fund that meets the requirements of the trust fund in Subparagraph 129.a. above. The letter of credit shall be issued by a financial institution (i) that has the authority to issue letters of credit, and (ii) whose letter-of-credit operations are regulated and examined by a Federal agency.
- d. A policy of insurance that (i) provides US EPA with rights as a beneficiary which are acceptable to US EPA; and (ii) is issued by an insurance carrier that (a) has the authority to issue insurance policies in the applicable jurisdiction(s), and (b) whose insurance operations are regulated and examined by a Federal or State agency. The insurance policy shall be issued for a face amount at least equal to the current Estimated Cost of the Work to be performed under this Consent Order, except where costs not covered by the insurance policy are covered by another financial assurance instrument, as permitted in paragraph 136 of this Section. The policy shall provide that the insurer shall make payments as the US EPA Project Manager in consultation with the US EPA RCRA Financial Assurance Coordinator, shall direct in writing (i) to reimburse Respondent for expenditures made by Respondent for Work performed in accordance with this Consent Order, or (ii) to pay any other person whom the US EPA Project Manager determines has performed or will perform the Work in accordance with this Consent Order, up to an amount equal to the face amount of the policy. The policy shall also provide that it may not be canceled, terminated or non-renewed and the policy shall remain in full force and effect in the event that (i) the Respondent is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code; or (ii) US EPA notifies the insurer of Respondent's failure to perform, under paragraph 139 of this section.

- e. A corporate guarantee, executed in favor of the US EPA by one or more of the following: (i) a direct or indirect parent company, or (ii) a company that has a "substantial business relationship" with Respondent (as defined in 40 C.F.R. § 264.131(h)), to perform the Work in accordance with this Consent Order or to establish a trust fund as permitted by Subparagraph 125.a. above; provided, however, that any company providing such a guarantee shall demonstrate to the satisfaction of the US EPA that it satisfies the financial test requirements of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work that it proposes to guarantee; or
 - f. A demonstration by Respondent that Respondent meets the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work, provided that all other requirements of 40 C.F.R. § 264.143(f) are satisfied.
130. Respondent must submit original executed/or otherwise finalized financial assurance instruments or documents. Facsimiles or photocopies are not acceptable.
131. Concurrently with the submission of the initial Estimated Cost(s) of Work required under Subparagraphs 125b through e, above, Respondent shall submit draft financial assurance instruments and related documents to US EPA for review and approval in accordance with Section X of this Order. Within ten days after US EPA's approval of both the initial Estimated Cost of the Work, and the draft financial assurance instruments relating specifically to (1) the RFI and CMS, (2) Interim Corrective Action Measures and/or (3) Additional Work, respectively, whichever date is later, Respondent shall execute or otherwise finalize all instruments or other documents required in order to make the selected financial assurance legally binding in a form substantially identical to the financial assurance documents reviewed and approved by US EPA. Respondent shall submit all executed and/or otherwise finalized instruments or other documents to US EPA within thirty days after US EPA's approval of the initial Estimated Cost of the Work and the draft financial assurance instruments, whichever date is later.
132. If Respondent seeks to establish financial assurance by using a surety bond, a letter of credit, or a corporate guarantee, Respondent shall at the same time establish, and thereafter maintain, a standby trust fund, which meets the requirements of paragraph 129.a. above, into which funds from the other financial assurance instrument can be deposited, if the financial assurance provider is directed to do so by US EPA, pursuant to paragraph 141.b.
133. Respondent shall submit all financial assurance instruments and related required documents by certified mail to the US EPA Regional RCRA Financial Assurance Coordinator, at the address listed below. Copies shall also be sent to the US EPA Project Manager.

Kim Savage
US EPA Regional RCRA Financial Assurance Coordinator

US EPA Region IX (WST-4)
Waste Management Division
75 Hawthorne St.
San Francisco, CA 94105

134. If at any time during the effective period of this Consent Order the Respondent provides financial assurance for completion of the Work by means of a corporate guarantee or financial test pursuant to paragraphs 129.e or 129.f above, Respondent shall also comply with the other relevant requirements of 40 C.F.R. §§ 264.143(f), 264.151(f), and 264.151(h)(1) relating to these methods, unless otherwise provided in this Consent Order, including but not limited to, (i) initial submission of required financial reports and statements from the guarantors' chief financial officer and independent certified public accountant; (ii) annual re-submission of such reports and statements within ninety days after the close of each of the guarantors' fiscal years; and (iii) notification of US EPA within ninety days after the close of any of the guarantors' fiscal years in which any such guarantor no longer satisfies the financial test requirements set forth at 40 C.F.R. § 264.143(f)(1). Respondent further agrees that if Respondent provides financial assurance by means of a corporate guarantee or financial test, US EPA may request additional information (including financial statements and accountant's reports) from the Respondent or corporate guarantor at any time. In addition, the language of any corporate guarantee must include a provision whereby the guarantor agrees to provide such additional financial information to US EPA at any time upon request.
135. For the purposes of the corporate guarantee or the financial test described in paragraphs 129.e and 129.f above, references in 40 C.F.R. § 264.143(f) to "the sum of current closure and post-closure costs and the current plugging and abandonment cost estimates" shall mean "the sum of all environmental remediation obligations" (including obligations under CERCLA, RCRA, UIC, TSCA and any other state or tribal environmental obligation) guaranteed by such company or for which such company is otherwise financially obligated in addition to the cost of the Work to be performed in accordance with this Consent Order.
136. Respondent may combine more than one mechanism to demonstrate financial assurance for the Work to be performed in accordance with this Consent Order, except that mechanisms guaranteeing performance rather than payment may not be combined with other instruments.
137. If at any time US EPA determines that a financial assurance instrument provided pursuant to this Section is inadequate, or no longer satisfies the requirements set forth or incorporated by reference in the Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, US EPA shall so notify Respondent in writing. If at any time Respondent becomes aware of information indicating that any financial assurance instrument provided pursuant to this Section is inadequate or no longer satisfies the requirements set forth or incorporated by reference in the Section, whether due to an increase in the

estimated cost of completing the Work or for any other reason, then Respondent shall notify US EPA in writing of such information within ten days. Within thirty days of receipt of notice of US EPA's determination, or within thirty days of Respondent's becoming aware of such information, as the case may be, Respondent shall obtain and present to US EPA for approval a proposal for a revised or alternative form of financial assurance listed in paragraph 129 above that satisfies all requirements set forth or incorporated by reference in this Section. In seeking approval for a revised or alternative form of financial assurance, Respondent shall follow the procedures set forth in paragraph 141.b. below.

138. Respondent's inability or failure to establish or maintain financial assurance for completion of the Work shall in no way excuse performance of any other requirements of this Consent Order, including, without limitation, the obligation of Respondent to complete the Work in strict accordance with the terms of this Consent Order.
139. Any and all financial assurance instruments provided pursuant to paragraphs 129.b., 129.c., 129.d. or 129.e. shall be automatically renewed at the time of their expiration unless the financial assurance provider has notified both the Respondent and the US EPA Project Manager at least one hundred and twenty days prior to expiration, cancellation or termination of the instrument of a decision to cancel, terminate or not renew a financial assurance instrument. Under the terms of the financial assurance instrument, the one hundred and twenty days will begin to run with the date of receipt of the notice by both the US EPA Project Manager and the Respondent. Furthermore, if Respondent has failed to provide alternate financial assurance and obtain written approval for such alternate financial assurance within ninety days following receipt of such notice by both Respondent and the US EPA Project Manager, then the US EPA Project Manager, in consultation with the Regional RCRA Financial Assurance Coordinator, will so notify the financial assurance provider in writing prior to the expiration of the instrument, and the financial assurance provider shall immediately deposit into the standby trust fund, or a newly created trust fund approved by US EPA, the remaining funds obligated under the financial assurance instrument for the performance of the Work in accordance with this Consent Order.

140. Performance Failure

a. In the event that US EPA determines that Respondent (i) has ceased implementation of any portion of the Work, (ii) is significantly or repeatedly deficient or late in its performance of the Work, or (iii) is implementing the Work in a manner that may cause an endangerment to human health or the environment, US EPA may issue a written notice ("Performance Failure Notice") to both the Respondent and the financial assurance provider of Respondent's failure to perform. The notice issued by US EPA will specify the grounds upon which such a notice was issued and will provide the Respondent with a period of ten days within which to remedy the circumstances giving rise to the issuance of such notice.

b. Failure by the Respondent to remedy the relevant Performance Failure to US EPA's satisfaction before the expiration of the ten-day notice period specified in Paragraph 140.a. shall trigger US EPA's right to have immediate access to and benefit of the financial assurance provided pursuant to Paragraphs 129.a, 129.b, 129.c, 129.d, or 129.e. US EPA may at any time thereafter direct the financial assurance provider to immediately (i) deposit into the standby trust fund, or a newly created trust fund approved by US EPA, the remaining funds obligated under the financial assurance instrument (ii) or arrange for performance of the Work in accordance with this Consent Order.

c. If US EPA has determined that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 140.a. have occurred, and if US EPA is nevertheless unable after reasonable efforts to secure the payment of funds or performance of the Work in accordance with this Consent Order from the financial assurance provider pursuant to this Consent Order, then, upon receiving written notice from US EPA, Respondent shall within ten days thereafter deposit into the standby trust fund, or a newly created trust fund approved by US EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount equal to the estimated cost of the remaining Work to be performed in accordance with this Consent Order as of such date, as determined by US EPA.

d. Respondent may invoke the procedures set forth in Section XVII (Dispute Resolution), to dispute US EPA's determination that any of the circumstances described in clauses (i), (ii), or (iii) of paragraph 140.a. have occurred. Invoking the dispute resolution provisions shall not excuse, toll or suspend the obligation of the financial assurance provider, under paragraph 140.b. of this section, to fund the trust fund or perform the Work. Furthermore, notwithstanding Respondent's invocation of such dispute resolution procedures, and during the pendency of any such dispute, US EPA may in its sole discretion direct the trustee of such trust fund to make payments from the trust fund to any person that has performed the Work in accordance with this Consent Order until the earlier of (i) the date that Respondent remedies, to US EPA's satisfaction, the circumstances giving rise to US EPA's issuance of the relevant Performance Failure Notice or (ii) the date that a final decision is rendered in accordance with Section XVII (Dispute Resolution), that Respondent has not failed to perform the Work in accordance with this Consent Order.

141. Modification of Amount and/or Form of Performance Guarantee.

a. Reduction of Amount of Financial Assurance. If Respondent believes that the estimated cost to complete the remaining Work has diminished below the amount covered by the existing financial assurance provided under this Consent Order, Respondent may, at the same time that Respondent submits the annual cost adjustment, pursuant to paragraph 127. of this Section, or at any other time agreed to by US EPA, submit a written proposal to US EPA to reduce the amount of the financial assurance provided under this Section so that the amount of the financial

assurance is equal to the estimated cost of the remaining Work to be performed. The written proposal shall specify, at a minimum, the cost of the remaining Work to be performed and the basis upon which such cost was calculated. In seeking approval of a revised financial assurance amount, Respondent shall follow the procedures set forth in paragraph 141.b.(ii) of this Section. If US EPA decides to accept such a proposal, US EPA shall notify Respondent of its decision in writing. After receiving US EPA's written decision, Respondent may reduce the amount of the financial assurance only in accordance with and to the extent permitted by such written decision. In the event of a dispute, Respondent may reduce the amount of the financial assurance required hereunder only in accordance with the final US EPA Dispute Decision resolving such dispute. No change to the form or terms of any financial assurance provided under this Section, other than a reduction in amount, is authorized except as provided in paragraph 141.b.below.

b. Change of Form of Financial Assurance.

(i) If Respondent desires to change the form or terms of financial assurance, Respondent may, at the same time that Respondent submits the annual cost adjustment, pursuant to Paragraph 127. of this Section, or at any other time agreed to by US EPA, submit a written proposal to US EPA to change the form of financial assurance. The submission of such proposed revised or alternative form of financial assurance shall be as provided in Subparagraph (ii) below. The decision whether to approve a proposal submitted under this paragraph 141. shall be made in US EPA's sole and unreviewable discretion and such decision shall not be subject to challenge by Respondent pursuant to the dispute resolution provisions of this Consent Order or in any other forum.

(ii) A written proposal for a revised or alternative form of financial assurance shall specify, at a minimum, the cost of the remaining Work to be performed, the basis upon which such cost was calculated, and the proposed revised form of financial assurance, including all proposed instruments or other documents required in order to make the proposed financial assurance legally binding. The proposed revised or alternative form of financial assurance shall satisfy all requirements set forth or incorporated by reference in this Section. US EPA shall notify Respondent in writing of its decision to accept or reject a revised or alternative form of financial assurance submitted pursuant to this paragraph. Within ten days after receiving a written decision approving the proposed revised or alternative financial assurance, Respondent shall execute and/or otherwise finalize all instruments or other documents required in order to make the selected financial assurance legally binding in a form substantially identical to the documents submitted to US EPA as part of the proposal, and such financial assurance shall be fully effective. Respondent shall submit all executed and/or otherwise finalized instruments or other documents required in order to make the selected financial assurance legally binding to the US EPA Regional RCRA Financial Assurance Coordinator within thirty days of receiving a written decision approving the proposed revised or alternative financial assurance, with a copy to the US EPA Project Officer and GRIC DEQ. US EPA shall release, cancel

or terminate the prior existing financial assurance instruments only after Respondent has submitted all executed and/or otherwise finalized new financial assurance instruments or other required documents to US EPA.

c. Release of Financial Assurance. Respondent may submit a written request to the US EPA Project Manager that US EPA release Respondent from the requirement to maintain financial assurance under this Section at such time as US EPA and Respondent have both executed an "Acknowledgment of Termination and Agreement to Record Preservation and Reservation of Right" pursuant to Section XXVII (Termination and Satisfaction) of the Consent Order. The US EPA Project Manager, in consultation with the Regional RCRA Financial Assurance Coordinator, shall notify both the Respondent and the provider(s) of the financial assurance that Respondent is released from all financial assurance obligations under this Consent Order. Respondent shall not release, cancel or terminate any financial assurance provided pursuant to this section except as provided in this paragraph or Subparagraph 141.b.(ii) In the event of a dispute, Respondent may release, cancel, or terminate the financial assurance required hereunder only in accordance with a final administrative or judicial decision resolving such dispute.

XXIV. MODIFICATION

142. This Order may only be modified by mutual agreement of US EPA and Respondent. Any agreed modifications shall be in writing, be signed by both parties, shall have as their effective date the date on which they are signed by US EPA, and shall be incorporated into this Order.
143. Any requests for a compliance date modification or revision of an approved workplan requirement must be made in writing. Such requests must be timely and provide justification for any proposed compliance date modification or workplan revision. US EPA has no obligation to approve such requests, but if it does so, such approval must be in writing. Any approved compliance date or workplan modification shall be incorporated by reference into the Order.

XXV. SEVERABILITY

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

XXVI. TERMINATION AND SATISFACTION

145. The provisions of this Order shall be deemed satisfied upon Respondent's and US EPA's execution of an "Acknowledgment of Termination and Agreement to Record Preservation and Reservation of Rights" ("Acknowledgment"). US EPA will

prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of US EPA that the terms of this Order, including any additional tasks determined by US EPA to be required pursuant to this Order, have been satisfactorily completed. Respondent's execution of the Acknowledgment will affirm Respondent's continuing obligation (1) to preserve all records as required in Section XIV: Record Preservation and (2) to recognize US EPA's reservation of rights as required in Section XIX: Reservation of Rights, after all other requirements of the Order are satisfied.

XXVII. SURVIVABILITY/PERMIT INTEGRATION

146. Except as otherwise expressly provided in this section, this Order shall survive the issuance or denial of a RCRA permit for the Facility, and this Order shall continue in full force and effect after either the issuance or denial of such permit. Accordingly, Respondent shall continue to be liable for the performance of obligations under this Order notwithstanding the issuance or denial of such permit. If the Facility is issued a RCRA permit and that permit expressly incorporates all or a part of the requirements of this Order, or expressly states that its requirements are intended to replace some or all of the requirements of this Order, Respondent may request a modification of this Order and shall, with US EPA approval, be relieved of liability under this Order for those specific obligations.

XXVIII. SUBMITTAL SUMMARY

147. The following is a summary of the major deadlines required by this Order. To the extent that this section is inconsistent with any other section of the Order, such other section and not this summary shall apply.

Section	Action	Due Date
VII	Designate a Project Manager, and notify US EPA in writing of the Project Manager it has selected.	Within 10 days of the effective date of this Order
VIII A.	Submit Current Conditions Report	Within 60 days of the effective date of this Order
VIII B.	Submit base Conceptual Site Model	Within 60 days of the effective date of this Order and upon notice from the EPA Project Manager. Update annually thereafter.

XXIII A.	Submit draft financial assurance instruments and related documents to US EPA for review and approval to demonstrate Respondent's ability to pay for at least \$500,000 worth of the Work required under this Order	Within 90 days of the effective date of this Order
XXIII A.	Submit all executed and/or otherwise finalized instruments or other documents	Within 30 days of US EPA's written approval of the Estimated Cost(s) of Work and/or the draft financial assurance instruments, whichever comes later
VIII C. XXIII A.	Submit RCRA Facility Investigation Workplan and Health and Safety Plan and an initial Estimated Cost of the Work to be Performed in developing and implementing the RFI and the CMS	Within 60 days of a written request from US EPA
VIII C	Submit draft and final RFI Reports	In accordance with US EPA approved schedule in RFI Workplan
VIII D	Environmental Indicator Reports	Within 60 days of a written request from US EPA; update annually thereafter.
VIII E	Risk Assessment Schedule	Within 60 days of US EPA's approval of the RFI Report and/or receipt of US EPA's written request
VIII E	Site Specific Exposure and Risk Assessment / Clean up Standards Report	In accordance with US EPA-approved Risk Assessment Schedule
VIII F	Submit CMS Workplan and Schedule	Within 60 days of US EPA's approval of the RFI Report and/or receipt of US EPA's written request
VIII F	Submit draft and final CMS Reports	In accordance with US EPA-approved CMS Schedule

VIII G.	Notify US EPA orally and in writing of any new or additional information concerning a potential threat	Orally, within 48 hours of discovery In writing, within 7 days of discovery
VIII G	Submit Interim Measures Workplan(s) and Health and Safety Plan(s)	In accordance with US EPA approved schedule in RFI Workplan and/or written request from US EPA and/or upon Romic's initiative
XXIII A	Submit an initial Estimated Cost of the Work to be performed under any US EPA-approved interim measures workplan	In accordance with the timeframe(s) established in any request(s) by US EPA for or EPA-approved proposals by Respondent to perform any interim corrective action measure(s)
X B	Notify US EPA in writing of any contractor(s) or consultants	Within 14 days of the effective date of this Order
X C	Submit Workplan for Additional Work required by US EPA and an initial Estimated Cost of the Work to be performed under such workplan	Within 30 days of receipt of US EPA's determination that additional work is necessary or according to an alternative schedule established by US EPA
XI	Inform US EPA Project Manager which laboratories will be used	Identify in applicable workplan
XII	Notify US EPA in writing before engaging in any field activities	At least 7 days before activities commence
XIV	Notify US EPA in writing of the anticipated destruction of records	At least 90 days prior to the destruction of records
XV	Submit Quarterly Progress Reports	Beginning the first full month following the effective date of this Order and quarterly thereafter through the effective period of this Order (due within 15 days of the end of each reporting period)

XXIX. EFFECTIVE DATE

148. The effective date of this Order shall be ten days after Respondent has received notice from US EPA that US EPA has signed the Order.

IT IS SO AGREED:

DATE: _____

BY: _____

Rory Moran

President

Romic Environmental Technologies Corp.

IT IS SO ORDERED:

DATE: _____

BY: _____

Nancy Lindsay

Acting Director, Waste Management

Division

U. S. ENVIRONMENTAL PROTECTION

AGENCY REGION IX

XXIX. EFFECTIVE DATE

148. The effective date of this Order shall be ten days after Respondent has received notice from US EPA that US EPA has signed the Order.

IT IS SO AGREED:

DATE: 12/10/07

BY: 

Rory Moran
President
Romic Environmental Technologies Corp.

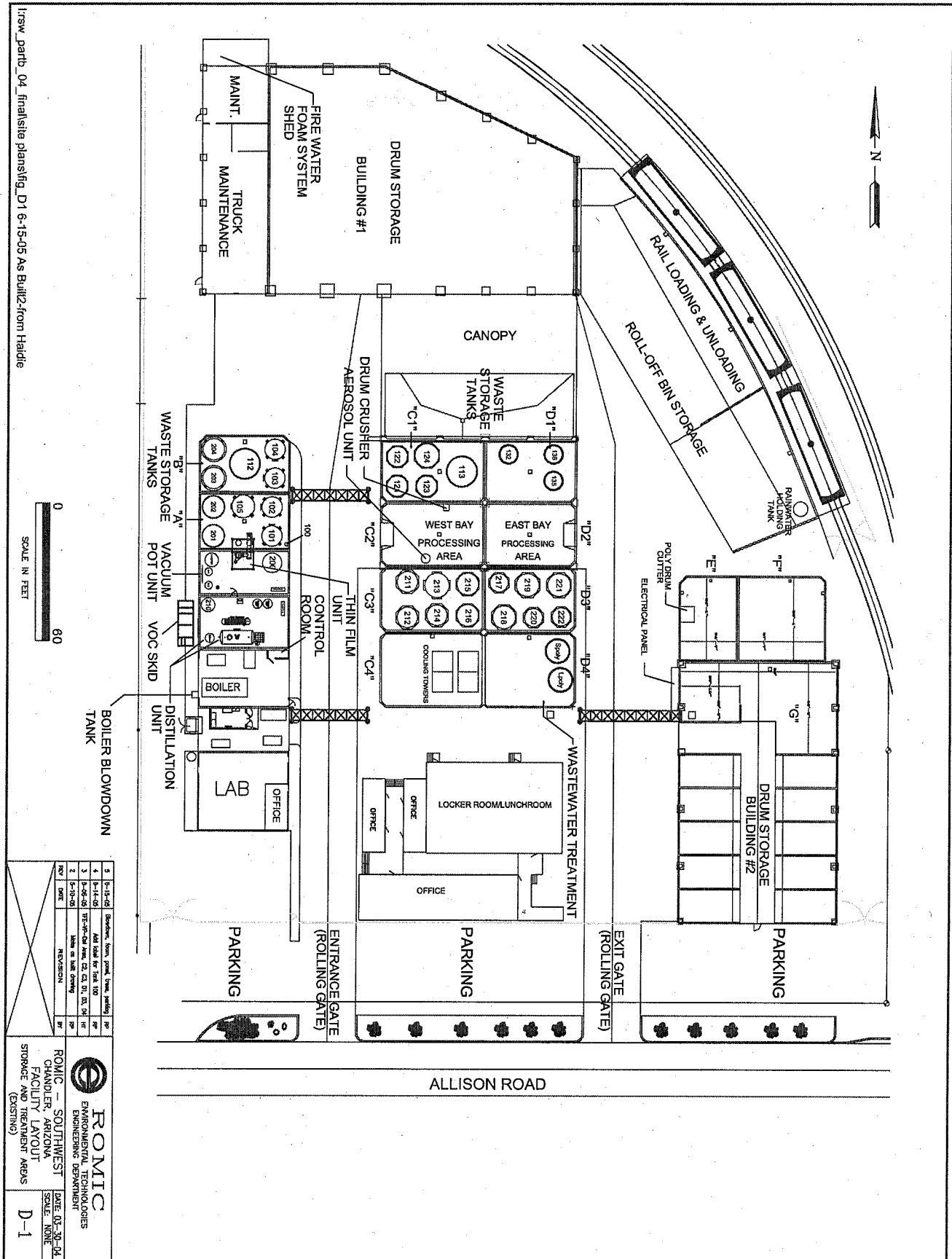
IT IS SO ORDERED:

DATE: 12/18/07

BY: 

Nancy Lindsay
Acting Director, Waste Management
Division
U. S. ENVIRONMENTAL PROTECTION
AGENCY REGION IX

Attachment 1



Attachment Z

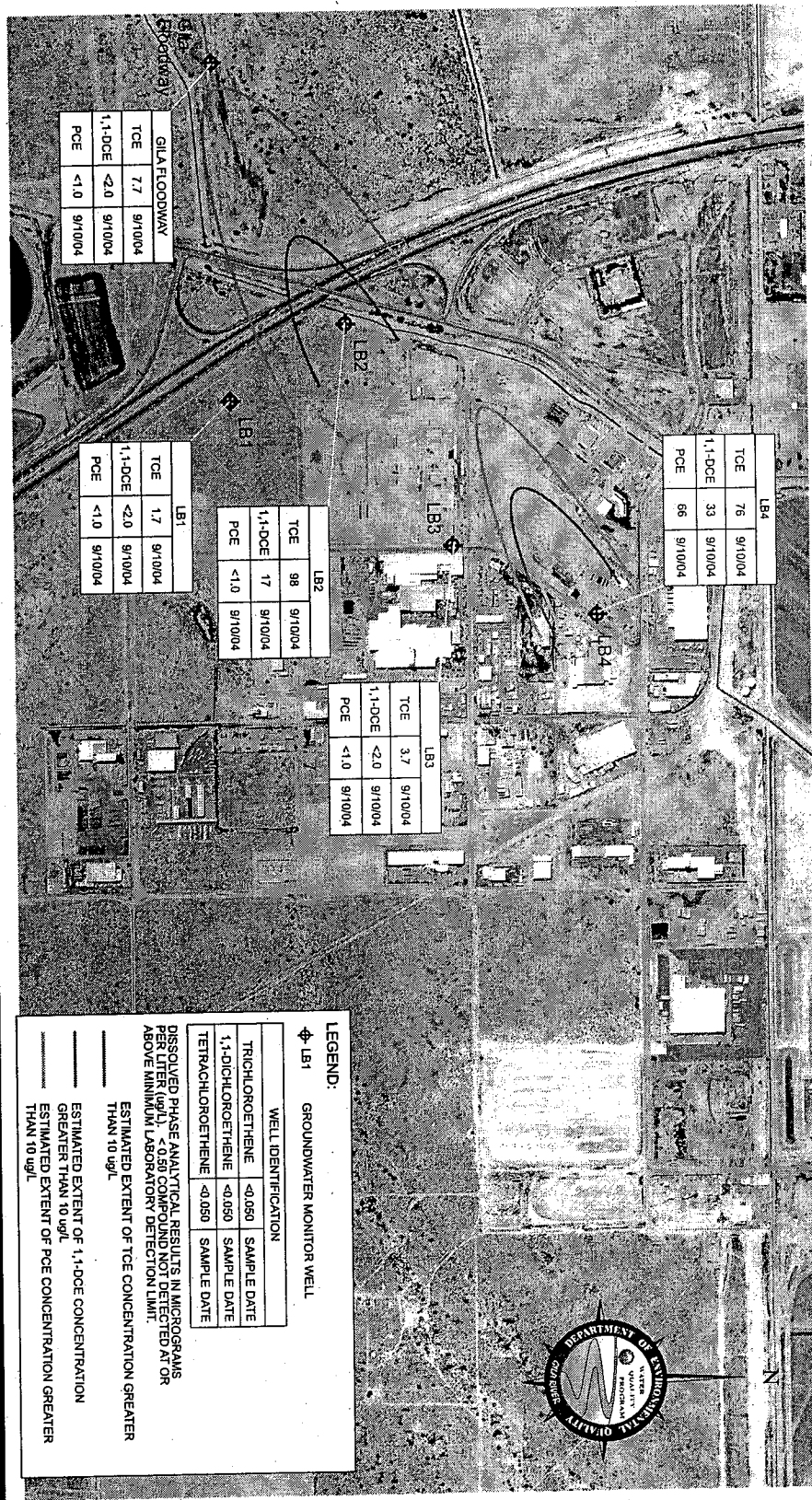
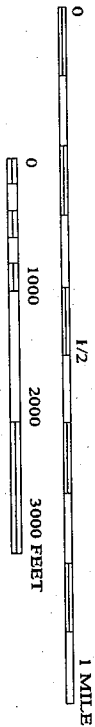
DISSOLVED PHASE TCE, 1,1-DCE AND PCE CONCENTRATION MAP (9/10/04) PHASE I REMEDIAL INVESTIGATION TCE INVESTIGATION AREA GILA RIVER INDIAN COMMUNITY, ARIZONA



1625 West University Drive, Suite 122
Tempe, Arizona 85281

PROJECT NUMBER: 34.78005.0001
DRAWING FILE: 34.78005.0001-001 Line Data DWG W/Background
Fig 8 - Dissolved Phase Map.pdf

FIGURE
10



Attachment 3

DLI WT

Please print or type with ELITE type (12 characters per inch) in the unshaded areas only

Form approved: CMB 12-11-91
OSHA No. 0246-EPA-07

For EPA Regional Use Only Date Received Month Day Year <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	EPA United States Environmental Protection Agency Washington, DC 20460 <h1 style="margin: 10px 0;">Hazardous Waste Permit Application</h1> <h2 style="margin: 10px 0;">Part A</h2> <p>(Read the Instructions before starting)</p>	For State Use Only
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I. ID Number(s)																														
A. EPA ID Number						B. Secondary ID Number (If applicable)																								
A	Z	D	0	0	9	0	1	5	3	8	9																			
II. Name of Facility																														
R	O	M	I	C		E	N	V.		T	E	C	H.		C	O	R	P.	-	S	O	U	T	H	W	E	S	T		
III. Facility Location (Physical address not P.O. Box or Route Number)																														
A. Street																														
6	7	6	0			W	E	S	T		A	L	L	I	S	O	N		R	O	A	D								
Street (continued)																														
City or Town																State		ZIP Code												
C	H	A	N	D	L	E	R										A	Z		8	5	2	2	6	-	9	7	0	5	
County Code (If known)		County Name																												
0	1	3				M	A	R	I	C	O	P	A																	
B. Land Type		C. Geographic Location																		D. Facility Existence Date										
(enter code)		LATITUDE (degrees, minutes, & seconds)						LONGITUDE (degrees, minutes, & seconds)						Month		Day		Year												
	I		3	3		1	7		0	2	0		1	1	1		5	7		0	2	6					1	9	7	5
IV. Facility Mailing Address																														
Street or P.O. Box																														
S	A	M	E																											
City or Town																State		ZIP Code												
V. Facility Contact (Person to be contacted regarding waste activities at facility)																														
Name (last)											(first)																			
W	O	R	L	E	Y						M	A	R	K																
Job Title											Phone Number (area code and number)																			
M	G	R.		R	E	G.		A	F	F	A	I	R	S		4	1	5	-	3	2	4	-	1	6	3	8			
VI. Facility Contact Address (See instructions)																														
A. Contact Address Location		B. Street or P.O. Box																												
			2	0	8	1		B	A	Y		R	O	A	D															
City or Town																State		ZIP Code												
E	A	S	T		P	A	L	O		A	L	T	O			C	A		9	4	3	0	3	-						

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Secondary ID Number (enter from page 1)

A Z D 0 0 9 0 1 5 3 8 9

XI. Nature of Business (provide a brief description)

Romic Environmental Technologies Corp - Southwest is a full service waste management/transfer facility with the capabilities of on-site solvent recycling, water processing/recycling, neutralization, metals recycling, and blending/liquefaction for off-site burning in supplemental fuels program or destructive incinerators.

Customers within the service area will benefit by a comprehensive program designed to maximize waste minimization and chemical recycling modeled after the program at our first facility in East Palo Alto, California.

XII. Process - Codes and Design Capacities

A. PROCESS CODE - Enter the code from the list of process codes below that best describes each process to be used at the facility. Twelve lines are provided for entering codes. If more lines are needed, attach a separate sheet of paper with the additional information. If a process will be used that is not included in the list of codes below, then describe the process (including its design capacity) in the space provided in Item XIII.

B. PROCESS DESIGN CAPACITY - For each code entered in column A, enter the capacity of the process.

1. AMOUNT - Enter the amount. In a case where design capacity is not applicable (such as in a closure/post-closure or enforcement action) enter the total amount of waste for that process unit.
2. UNIT OF MEASURE - For each amount entered in column B(1), enter the code from the list of unit measure codes below that describes the unit of measure used. Only the units of measure that are listed below should be used.

C. PROCESS TOTAL NUMBER OF UNITS - Enter the total number of units used with the corresponding process code.

PROCESS CODE	PROCESS	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY	UNIT OF MEASURE	UNIT OF MEASURE CODE
D79	<u>DISPOSAL:</u> INJECTION WELL	GALLONS; LITERS; GALLONS PER DAY; OR LITERS PER DAY	GALLONS	G
D80	LANDFILL	ACRE- FEET OR HECTARE-METER	GALLONS PER HOUR	E
D81	LAND APPLICATION	ACRES OR HECTARES	GALLONS PER DAY	U
D82	OCEAN DISPOSAL	GALLONS PER DAY OR LITERS PER DAY	LITERS	L
D83	SURFACE IMPOUNDMENT	GALLONS OR LITERS	LITERS PER HOUR	H
S01	<u>STORAGE:</u> CONTAINER (barrel, drum, etc.)	GALLONS OR LITERS	LITERS PER DAY	V
S02	TANK	GALLONS OR LITERS	SHORT TONS PER HOUR	D
S03	WASTE PILE	CUBIC YARDS OR CUBIC METERS	METRIC TONS PER HOUR	W
S04	SURFACE IMPOUNDMENT	GALLONS OR LITERS	SHORT TONS PER DAY	N
T01	<u>TREATMENT:</u> TANK	GALLONS PER DAY OR LITERS PER DAY	METRIC TONS PER DAY	S
T02	SURFACE IMPOUNDMENT	GALLONS PER DAY OR LITERS PER DAY	POUNDS PER HOUR	J
T03	INCINERATOR	SHORT TONS PER HOUR; METRIC TONS PER HOUR; GALLONS PER HOUR; LITERS PER HOUR; OR BTU'S PER HOUR	KILOGRAMS PER HOUR	R
T04	OTHER TREATMENT <small>(Use for physical, chemical, thermal or biological treatment processes not occurring in tanks, surface impoundment or incinerators. Describe the processes in the space provided in Item XIII.)</small>	GALLONS PER DAY; LITERS PER DAY; POUNDS PER HOUR; SHORT TONS PER HOUR; KILOGRAMS PER HOUR; METRIC TONS PER DAY; METRIC TONS PER HOUR; OR SHORT TONS PER DAY	CUBIC YARDS	Y
			CUBIC METERS	C
			ACRES	B
			ACRE- FEET	A
			HECTARES	Q
			HECTARE-METER	F
			BTU's PER HOUR	K

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Secondary ID Number (enter from page 1)

A Z D 0 0 9 0 1 5 3 8 9

XII. Process - Codes and Design Capacities (continued)

EXAMPLE FOR COMPLETING ITEM XII (shown in line numbers X-1 and X-2 below): A facility has two storage tanks, one tank can hold 200 gallons and the other can hold 400 gallons. The facility also has an incinerator that can burn up to 20 gallons per hour.

Line Number	A. PROCESS CODE (from list above)				B. PROCESS DESIGN CAPACITY		C. PROCESS TOTAL NUMBER OF UNITS			FOR OFFICIAL USE ONLY			
					1. AMOUNT (specify)	2. UNIT OF MEASURE (enter code)							
X 1	S	0	2		600	G	0	0	2				
X 2	T	0	3		20	E	0	0	1				
1	S	0	1		137,665	G	0	0	2				
2	S	0	2		232,300	G	0	3	2				
3	T	0	1		61,405	U	0	0	8				
4	T	0	4		7,000	J	0	0	2				
5													
6													
7													
8													
9													
1 0													
1 1													
1 2													

NOTE: If you need to list more than 12 process codes, attach an additional sheet(s) with the information in the same format as above. Number the lines sequentially, taking into account any lines that will be used for additional treatment processes in Item XIII.

XIII. Additional Treatment Processes (follow instructions from Item XII)

Line Number (enter numbers in sequence with Item XII)	A. PROCESS CODE				B. TREATMENT PROCESS DESIGN CAPACITY		C. PROCESS TOTAL NUMBER OF UNITS	D. DESCRIPTION OF PROCESS			
					1. AMOUNT (specify)	2. UNIT OF MEASURE (enter code)					
	T	0	4								
	T	0	4								
	T	0	4								
	T	0	4								
	T	0	4								

EPA ID Number (Enter from page 1)

Secondary ID Number (Enter from page 1)

A Z D 0 0 9 0 1 5 3 8 9

XIV. Description of Hazardous Wastes

- A. EPA HAZARDOUS WASTE NUMBER** - Enter the four-digit number from 40 CFR, Part 261 Subpart D of each listed hazardous waste you will handle. For hazardous wastes which are not listed in 40 CFR, Part 261 Subpart D, enter the four-digit number(s) from 40 CFR, Part 261 Subpart C that describes the characteristics and/or the toxic contaminants of those hazardous wastes.
- B. ESTIMATED ANNUAL QUANTITY** - For each listed waste entered in column A estimate the quantity of that waste that will be handled on an annual basis. For each characteristic or toxic contaminant entered in column A estimate the total annual quantity of all the non-listed waste(s) that will be handled which possess that characteristic or contaminant.
- C. UNIT OF MEASURE** - For each quantity entered in column B enter the unit of measure code. Units of measure which must be used and the appropriate codes are:

ENGLISH UNIT OF MEASURE	CODE	METRIC UNIT OF MEASURE	CODE
POUNDS	P	KILOGRAMS	K
TONS	T	METRIC TONS	M

If facility records use any other unit of measure for quantity, the units of measure must be converted into one of the required units of measure taking into account the appropriate density or specific gravity of the waste.

D. PROCESSES**1. PROCESS CODES:**

For listed hazardous waste: For each listed hazardous waste entered in column A select the code(s) from the list of process codes contained in item XII A. on page 3 to indicate how the waste will be stored, treated, and/or disposed of at the facility.

For non-listed hazardous waste: For each characteristic or toxic contaminant entered in column A, select the code(s) from the list of process codes contained in item XII A. on page 3 to indicate all the processes that will be used to store, treat, and/or dispose of all the non-listed hazardous wastes that possess that characteristic or toxic contaminant.

NOTE: THREE SPACES ARE PROVIDED FOR ENTERING PROCESS CODES. IF MORE ARE NEEDED:

- Enter the first two as described above.
- Enter "000" in the extreme right box of item XIV-D(1).
- Use additional sheet, enter line number from previous sheet, and enter additional code(s) in item XIV-E.

- 2. PROCESS DESCRIPTION:** If a code is not listed for a process that will be used, describe the process in the space provided on the form (D.(2)).

NOTE: HAZARDOUS WASTES DESCRIBED BY MORE THAN ONE EPA HAZARDOUS WASTE NUMBER - Hazardous wastes that can be described by more than one EPA Hazardous Waste Number shall be described on the form as follows:

- Select one of the EPA Hazardous Waste Numbers and enter it in column A. On the same line complete columns B, C and D by estimating the total annual quantity of the waste and describing all the processes to be used to treat, store, and/or dispose of the waste.
- In column A of the next line enter the other EPA Hazardous Waste Number that can be used to describe the waste. In column D(2) on that line enter "included with above" and make no other entries on that line.
- Repeat step 2 for each EPA Hazardous Waste Number that can be used to describe the hazardous waste.

EXAMPLE FOR COMPLETING ITEM XIV (shown in line numbers X-1, X-2, X-3, and X-4 below) - A facility will treat and dispose of an estimated 900 pounds per year of chrome shavings from leather tanning and finishing operation. In addition, the facility will treat and dispose of three non-listed wastes. Two wastes are corrosive only and there will be an estimated 200 pounds per year of each waste. The other waste is corrosive and ignitable and there will be an estimated 100 pounds per year of that waste. Treatment will be in an incinerator and disposal will be in a landfill.

Line Number	A. EPA HAZARD WASTE NO. (Enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (Enter code)	D. PROCESS	
				(1) PROCESS CODES (Enter)	(2) PROCESS DESCRIPTION (If a code is not entered in D(1))
X 1	K 0 5 4	900	P	T 0 3 D 8 0	
X 2	D 0 0 2	400	P	T 0 3 D 8 0	
X 3	D 0 0 1	100	P	T 0 3 D 8 0	
X 4	D 0 0 2				Included With Above

EPA I.D. Number (enter from page 1)										Secondary ID Number (enter from page 1)									
A	Z	D	0	0	9	0	1	5	3	8	9								
XIV. Description of Hazardous Wastes (continued)																			
Line Number		A. EPA HAZARDOUS WASTE NO. (enter code)				B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (enter code)	D. PROCESSES											
								(1) PROCESS CODES (enter)										(2) PROCESS DESCRIPTION (If a code is not entered in D(1))	
	1	D	0	0	1	15,000	T	S	0	1	S	0	2						
	2	D	0	0	2	15,000	T	S	0	1	S	0	2	T	0	1		T04	
	3	D	0	0	3	100	T	S	0	1									
	4	D	0	0	4	6,000	T	S	0	1	S	0	2	T	0	1		T04	
	5	D	0	0	5	6,000	T	S	0	1	S	0	2	T	0	1		T04	
	6	D	0	0	6	6,000	T	S	0	1	S	0	2	T	0	1		T04	
	7	D	0	0	7	6,000	T	S	0	1	S	0	2	T	0	1		T04	
	8	D	0	0	8	6,000	T	S	0	1	S	0	2	T	0	2		T04	
	9	D	0	0	9	6,000	T	S	0	1	S	0	2	T	0	1		T04	
1	0	D	0	1	0	6,000	T	S	0	1	S	0	2	T	0	1		T04	
1	1	D	0	1	1	6,000	T	S	0	1	S	0	2	T	0	1		T04	
1	2	D	0	1	2	1	T	S	0	1									
1	3	D	0	1	3	1	T	S	0	1									
1	4	D	0	1	4	1	T	S	0	1									
1	5	D	0	1	5	1	T	S	0	1									
1	6	D	0	1	6	1	T	S	0	1									
1	7	D	0	1	7	1	T	S	0	1									
1	8	D	0	1	8	6,000	T	S	0	1	S	0	2	T	0	1		T04	
1	9	D	0	1	9	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	0	D	0	2	0	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	1	D	0	2	1	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	2	D	0	2	2	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	3	D	0	2	3	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	4	D	0	2	4	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	5	D	0	2	5	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	6	D	0	2	6	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	7	D	0	2	7	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	8	D	0	2	8	6,000	T	S	0	1	S	0	2	T	0	1		T04	
2	9	D	0	2	9	6,000	T	S	0	1	S	0	2	T	0	1		T04	
3	0	D	0	3	0	6,000	T	S	0	1	S	0	2	T	0	1		T04	
3	1	D	0	3	1	6,000	T	S	0	1	S	0	2	T	0	1		T04	
3	2	D	0	3	2	6,000	T	S	0	1	S	0	2	T	0	1		T04	
3	3	D	0	3	3	6,000	T	S	0	1	S	0	2	T	0	1		T04	

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XIV. DESCRIPTION OF HAZARDOUS WASTES (Continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes			
34	D034	6,000	T	S01	S02	T01	T04
35	D035	6,000	T	S01	S02	T01	T04
36	D036	6,000	T	S01	S02	T01	T04
37	D037	6,000	T	S01	S02	T01	T04
38	D038	6,000	T	S01	S02	T01	T04
39	D039	6,000	T	S01	S02	T01	T04
40	D040	6,000	T	S01	S02	T01	T04
41	D041	6,000	T	S01	S02	T01	T04
42	D042	6,000	T	S01	S02	T01	T04
43	D043	6,000	T	S01	S02	T01	T04
44	F001	8,500	T	S01	S02	T01	T04
45	F002	8,500	T	S01	S02	T01	T04
46	F003	10,000	T	S01	S02	T01	T04
47	F004	8,500	T	S01	S02	T01	T04
48	F005	8,500	T	S01	S02	T01	T04
49	F006	10,000	T	S01	S02	T01	T04
50	F007	100	T	S01			
51	F008	100	T	S01			
52	F009	100	T	S01			
53	F010	100	T	S01			
54	F011	100	T	S01			
55	F012	100	T	S01			
56	F019	100	T	S02	S01	T01	T04
57	F020	100	T	S01	S02	T01	T04
58	F021	100	T	S01			
59	F022	100	T	S01			
60	F023	100	T	S01			
61	F024	1,000	T	S01			
62	F025	100	T	S01	S02	T01	T04
63	F026	100	T	S01			
64	F027	100	T	S01			
65	F028	100	T	S01			
66	F032	100	T	S01			
67	F034	100	T	S01			
68	F035	100	T	S01			
69	F037	1,000	T	S01	S02	T01	T04
70	F038	1,000	T	S01	S02	T01	T04
71	F039	1,000	T	S01	S02	T01	T04
72	K001	1	T	S01			
73	K002	1	T	S01	S02	T01	T04
74	K003	1	T	S01	S02	T01	T04
75	K004	1	T	S01	S02	T01	T04
76	K005	1	T	S01	S02	T01	T04
77	K006	1	T	S01	S02	T01	T04

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XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.		UOM	Process Codes		
78	K007	1	T	S01	S02	T01	T04
79	K008	1	T	S01	S02	T01	T04
80	K035	1	T	S01	S02	T01	T04
81	K048	2,000	T	S01	S02	T01	T04
82	K049	4,000	T	S01	S02	T01	T04
83	K050	2,000	T	S01	S02	T01	T04
84	K051	6,000	T	S01	S02	T01	T04
85	K052	1,000	T	S01	S02	T01	T04
86	K061	1	T	S01	S02	T01	T04
87	K062	1	T	S01	S02	T01	T04
88	K064	1	T	S01	S02	T01	T04
89	K065	1	T	S01	S02	T01	T04
90	K066	1	T	S01			
91	K069	1	T	S01	S02	T01	T04
92	K084	1	T	S01			
93	K086	1,000	T	S01			
94	K087	1,000	T	S01	S02	T01	T04
95	K088	1	T	S01	S02	T01	T04
96	K090	1	T	S01	S02	T01	T04
97	K091	1	T	S01	S02	T01	T04
98	K100	1	T	S01	S02	T01	T04
99	K102	1	T	S01	S02	T01	T04
100	K156	100	T	S01	S02	T01	T04
101	K157	100	T	S01	S02	T01	T04
102	K158	100	T	S01	S02	T01	T04
103	K159	100	T	S01	S02	T01	T04
104	K160	100	T	S01	S02	T01	T04
105	K161	100	T	S01	S02	T01	T04
106	P001	1	T	S01			
107	P002	1	T	S01			
108	P003	1	T	S01			
109	P004	1	T	S01			
110	P005	1	T	S01			
111	P006	1	T	S01			
112	P007	1	T	S01			
113	P008	1	T	S01			
114	P010	1	T	S01			
115	P011	1	T	S01			
116	P012	1	T	S01			
117	P013	1	T	S01			
118	P014	1	T	S01			
119	P015	1	T	S01			
120	P016	1	T	S01			
121	P017	1	T	S01			

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XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes.
122	P018	1	T	S01
123	P020	1	T	S01
124	P021	1	T	S01
125	P022	1	T	S01
126	P023	1	T	S01
127	P024	1	T	S01
128	P026	1	T	S01
129	P027	1	T	S01
130	P028	1	T	S01
131	P029	1	T	S01
132	P030	1	T	S01
133	P031	1	T	S01
134	P033	1	T	S01
135	P034	1	T	S01
136	P036	1	T	S01
137	P037	1	T	S01
138	P038	1	T	S01
139	P039	1	T	S01
140	P040	1	T	S01
141	P041	1	T	S01
142	P042	1	T	S01
143	P043	1	T	S01
144	P044	1	T	S01
145	P045	1	T	S01
146	P046	1	T	S01
147	P047	1	T	S01
148	P048	1	T	S01
149	P049	1	T	S01
150	P050	1	T	S01
151	P051	1	T	S01
152	P054	1	T	S01
153	P056	1	T	S01
154	P057	1	T	S01
155	P058	1	T	S01
156	P059	1	T	S01
157	P060	1	T	S01
158	P062	1	T	S01
159	P063	1	T	S01
160	P064	1	T	S01
161	P066	1	T	S01
162	P067	1	T	S01
163	P068	1	T	S01
164	P069	1	T	S01
165	P070	1	T	S01

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XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes
166	P071	1	T	S01
167	P072	1	T	S01
168	P073	1	T	S01
169	P074	1	T	S01
170	P075	1	T	S01
171	P076	1	T	S01
172	P077	1	T	S01
173	P078	1	T	S01
174	P082	1	T	S01
175	P084	1	T	S01
176	P085	1	T	S01
177	P087	1	T	S01
178	P088	1	T	S01
179	P089	1	T	S01
180	P092	1	T	S01
181	P093	1	T	S01
182	P094	1	T	S01
183	P095	1	T	S01
184	P096	1	T	S01
185	P097	1	T	S01
186	P098	1	T	S01
187	P099	1	T	S01
188	P101	1	T	S01
189	P102	1	T	S01
190	P103	1	T	S01
191	P104	1	T	S01
192	P105	1	T	S01
193	P106	1	T	S01
194	P108	1	T	S01
195	P109	1	T	S01
196	P110	1	T	S01
197	P111	1	T	S01
198	P113	1	T	S01
199	P114	1	T	S01
200	P115	1	T	S01
201	P116	1	T	S01
202	P118	1	T	S01
203	P119	1	T	S01
204	P120	1	T	S01
205	P121	1	T	S01
206	P122	1	T	S01
207	P123	1	T	S01
208	P127	1	T	S01
209	P128	1	T	S01

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XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes
210	P185	1	T	S01
211	P188	1	T	S01
212	P189	1	T	S01
213	P190	1	T	S01
214	P191	1	T	S01
215	P192	1	T	S01
216	P194	1	T	S01
217	P196	1	T	S01
218	P197	1	T	S01
219	P198	1	T	S01
220	P199	1	T	S01
221	P201	1	T	S01
222	P202	1	T	S01
223	P203	1	T	S01
224	P204	1	T	S01
225	P205	1	T	S01
226	U001	100	T	S01 S02 T01
227	U002	100	T	S01 S02 T01
228	U003	1	T	S01
229	U004	100	T	S01 S02 T01
230	U005	1	T	S01
231	U006	1	T	S01
232	U007	1	T	S01
233	U008	1	T	S01
234	U009	1	T	S01
235	U010	1	T	S01
236	U011	1	T	S01
237	U012	1	T	S01
238	U014	1	T	S01
239	U015	1	T	S01
240	U016	1	T	S01
241	U017	1	T	S01
242	U018	1	T	S01
243	U019	1	T	S01
244	U020	1	T	S01
245	U021	1	T	S01
246	U022	1	T	S01
247	U023	1	T	S01
248	U024	1	T	S01
249	U025	1	T	S01
250	U026	1	T	S01
251	U027	1	T	S01
252	U028	1	T	S01
253	U029	1	T	S01

EPA ID# AZD009015389

XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.		UOM	Process Codes	
254	U030	1	T	S01		
255	U031	1	T	S01		
256	U032	1	T	S01		
257	U033	1	T	S01		
258	U034	1	T	S01		
259	U035	1	T	S01		
260	U036	1	T	S01		
261	U037	1	T	S01		
262	U038	1	T	S01		
263	U039	1	T	S01		
264	U041	1	T	S01		
265	U042	1	T	S01		
266	U043	1	T	S01		
267	U044	1	T	S01		
268	U045	1	T	S01		
269	U046	1	T	S01		
270	U047	1	T	S01		
271	U048	1	T	S01		
272	U049	1	T	S01		
273	U050	1	T	S01		
274	U051	1	T	S01		
275	U052	1	T	S01		
276	U053	1	T	S01		
277	U055	100	T	S01	S02	T01
278	U056	100	T	S01	S02	T01
279	U057	100	T	S01	S02	T01
280	U058	1	T	S01		
281	U059	1	T	S01		
282	U060	1	T	S01		
283	U061	1	T	S01		
284	U062	1	T	S01		
285	U063	1	T	S01		
286	U064	1	T	S01		
287	U065	1	T	S01		
288	U066	1	T	S01		
289	U067	1	T	S01		
290	U068	1	T	S01		
291	U069	1	T	S01		
292	U070	100	T	S01	S02	T01
293	U071	100	T	S01	S02	T01
294	U072	100	T	S01	S02	T01
295	U073	1	T	S01		
296	U074	1	T	S01		
297	U075	1	T	S01		

EPA ID# AZD009015389

XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.		UOM	Process Codes	
298	U076	1	T	S01		
299	U077	1	T	S01		
300	U078	1	T	S01		
301	U079	1	T	S01		
302	U080	100	T	S01	S02	T01
303	U081	1	T	S01		
304	U082	1	T	S01		
305	U083	1	T	S01		
306	U084	1	T	S01		
307	U085	1	T	S01		
308	U086	1	T	S01		
309	U087	1	T	S01		
310	U088	1	T	S01		
311	U089	1	T	S01		
312	U090	1	T	S01		
313	U091	1	T	S01		
314	U092	1	T	S01		
315	U093	1	T	S01		
316	U094	1	T	S01		
317	U095	1	T	S01		
318	U096	1	T	S01		
319	U097	1	T	S01		
320	U098	1	T	S01		
321	U099	1	T	S01		
322	U101	1	T	S01		
323	U102	1	T	S01		
324	U103	1	T	S01		
325	U105	1	T	S01		
326	U106	1	T	S01		
327	U107	1	T	S01		
328	U108	100	T	S01	S02	T01
329	U109	1	T	S01		
330	U110	1	T	S01		
331	U111	1	T	S01		
332	U112	100	T	S01	S02	T01
333	U113	1	T	S01		
334	U114	1	T	S01		
335	U115	1	T	S01		
336	U116	1	T	S01		
337	U117	1	T	S01		
338	U118	1	T	S01		
339	U119	1	T	S01		
340	U120	1	T	S01		
341	U121	100	T	S01	S02	T01

EPA ID# AZD009015389

XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes
342	U122	1	T	S01
343	U123	1	T	S01
344	U124	100	T	S01 S02 T01
345	U125	1	T	S01
346	U126	1	T	S01
347	U127	1	T	S01
348	U128	1	T	S01
349	U129	1	T	S01
350	U130	1	T	S01
351	U131	1	T	S01
352	U132	1	T	S01
353	U133	1	T	S01
354	U134	1	T	S01
355	U135	1	T	S01
356	U136	1	T	S01
357	U137	1	T	S01
358	U138	1	T	S01
359	U140	100	T	S01 S02 T01
360	U141	1	T	S01
361	U142	1	T	S01
362	U143	1	T	S01
363	U144	1	T	S01
364	U145	1	T	S01
365	U146	1	T	S01
366	U147	1	T	S01
367	U148	1	T	S01
368	U149	1	T	S01
369	U150	1	T	S01
370	U151	1	T	S01
371	U152	1	T	S01
372	U153	1	T	S01
373	U154	1	T	S01 S02 T01
374	U155	1	T	S01
375	U156	1	T	S01
376	U157	1	T	S01
377	U158	1	T	S01
378	U159	100	T	S01 S02 T01
379	U160	1	T	S01
380	U161	100	T	S01 S02 T01
381	U162	1	T	S01
382	U163	1	T	S01
383	U164	1	T	S01
384	U165	1	T	S01
385	U166	1	T	S01

EPA ID# AZD009015389

XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes
386	U167	1	T	S01
387	U168	1	T	S01
388	U169	1	T	S01
389	U170	1	T	S01
390	U171	100	T	S01 S02 T01
391	U172	1	T	S01
392	U173	1	T	S01
393	U174	1	T	S01
394	U176	1	T	S01
395	U177	1	T	S01
396	U178	1	T	S01
397	U179	1	T	S01
398	U180	1	T	S01
399	U181	1	T	S01
400	U182	1	T	S01
401	U183	1	T	S01
402	U184	1	T	S01
403	U185	1	T	S01
404	U186	1	T	S01
405	U187	1	T	S01
406	U188	1	T	S01
407	U189	1	T	S01
408	U190	1	T	S01
409	U191	1	T	S01
410	U192	1	T	S01
411	U193	1	T	S01
412	U194	1	T	S01
413	U196	1	T	S01
414	U197	1	T	S01
415	U200	1	T	S01
416	U201	1	T	S01
417	U202	1	T	S01
418	U203	1	T	S01
419	U204	1	T	S01
420	U205	1	T	S01
421	U206	1	T	S01
422	U207	1	T	S01
423	U208	1	T	S01
424	U209	1	T	S01 S02 T01
425	U210	1	T	S01
426	U211	1	T	S01 S02 T01
427	U213	1	T	S01
428	U214	1	T	S01
429	U215	1	T	S01

EPA ID# AZD009015389

XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.	UOM	Process Codes
430	U216	1	T	S01
431	U217	1	T	S01
432	U218	1	T	S01
433	U219	1	T	S01
434	U220	100	T	S01 S02 T01
435	U221	1	T	S01
436	U222	1	T	S01
437	U223	1	T	S01
438	U225	1	T	S01
439	U226	100	T	S01 S02 T01
440	U227	1	T	S01
441	U228	100	T	S01 S02 T01
442	U234	1	T	S01
443	U235	1	T	S01
444	U236	1	T	S01
445	U237	1	T	S01
446	U238	1	T	S01
447	U239	100	T	S01 S02 T01
448	U240	1	T	S01
449	U243	1	T	S01
450	U244	1	T	S01
451	U246	1	T	S01
452	U247	1	T	S01
453	U248	1	T	S01
454	U249	1	T	S01
455	U271	1	T	S01
456	U277	1	T	S01
457	U278	1	T	S01
458	U279	1	T	S01
459	U280	1	T	S01
460	U328	1	T	S01
461	U353	1	T	S01
462	U359	100	T	S01 S02 T01
463	U364	10	T	S01
464	U364	10	T	S01
465	U365	10	T	S01
466	U366	10	T	S01
467	U367	10	T	S01
468	U372	10	T	S01
469	U373	10	T	S01
470	U375	10	T	S01
471	U376	10	T	S01
472	U377	10	T	S01
473	U378	10	T	S01

EPA ID# AZD009015389

XIV. Description of Hazardous Wastes (continued)

Line #	Waste Code	Estimated Annual Qty.		UOM	Process Codes
474	U379	10	T	S01	
475	U381	10	T	S01	
476	U382	10	T	S01	
477	U383	10	T	S01	
478	U384	10	T	S01	
479	U385	10	T	S01	
480	U386	10	T	S01	
481	U387	10	T	S01	
482	U389	10	T	S01	
483	U390	10	T	S01	
484	U391	10	T	S01	
485	U392	10	T	S01	
486	U393	10	T	S01	
487	U394	10	T	S01	
488	U395	10	T	S01	
489	U396	10	T	S01	
490	U400	10	T	S01	
491	U401	10	T	S01	
492	U403	10	T	S01	
493	U404	10	T	S01	
494	U407	10	T	S01	
495	U409	10	T	S01	
496	U410	10	T	S01	
497	U411	10	T	S01	

- 7 of 7 -



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August 8, 1995

Paula Bisson, H-3-2
Section Chief
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

Dear Ms. Bisson:

Please find enclosed a revised Part A Application for our Chandler facility which includes the newly listed carbamate wastes which have been added to Section XIV. Description of Hazardous Wastes of the application. We currently handle these wastes and have been requested by our generators to modify our permits to allow us to continue this service. Please note that this application will be resubmitted within 60 days addressing your Notice of Deficiency letter which we received on August 3, 1995. This Part A Application does not address the noted deficiencies and is provided merely as a notice per the requirements in the February 9, 1995, Federal Register.

If you have any questions regarding this application, please feel free to call me at (415) 462-2380.

Respectfully,

Mark A. Worley
Manager of Regulatory Affairs

Enclosures

cc: Lee Ballard - Gila River Indian Community
Greg Hedger - RSW

REFERENCE BASEMAP PROVIDED BY:
ROMIC
 ENVIRONMENTAL TECHNOLOGIES CORP.
 1000 S. 10TH STREET, CHANDLER, ARIZONA

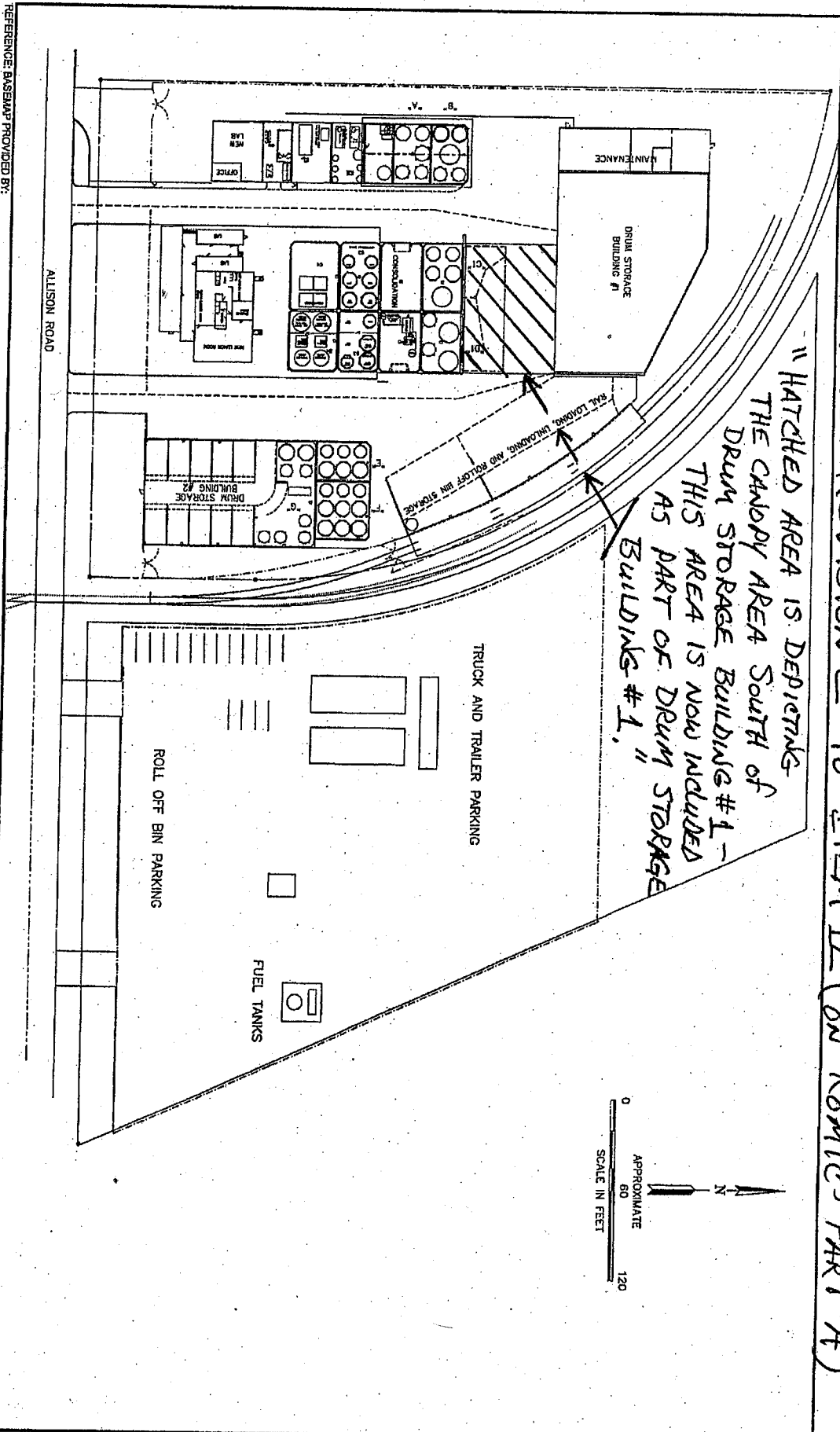
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PHOTOGRAPHIC AERIAL PHOTOGRAPHY OF 10-30-05

Facility Layout/Site Plan

Romic - Southwest
 Chandler, Arizona

Item 12



NOTE: REVISION 2 TO ITEM 12 (on Romic's PART A)
 "HATCHED AREA IS DEPICTING
 THE CANDY AREA SOUTH OF
 DRUM STORAGE BUILDING #1 -
 THIS AREA IS NOW INCLUDED
 AS PART OF DRUM STORAGE
 BUILDING #1."

REVISED Nov. 2006