



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

WJ
E. J.
143555

JUN 08 1995

REPLY TO THE ATTENTION OF:

RE: Muskego Sanitary Landfill Superfund Site, (J5)
Unilateral Administrative Order
Remedial Design/Remedial Action

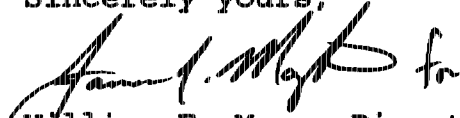
Dear Sir or Madam:

Enclosed please find a Unilateral Administrative Order issued by the U.S. Environmental Protection Agency under Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. § 9601, et seq.

Please note that the Order allows an opportunity for a conference if requested within 10 calendar days after issuance of the Order; and specifies a date and location for the conference. Also please note that the Order requires that the Respondents must submit to U.S. EPA a written notice stating their unequivocal intention to comply with all terms of the Order on or before June 15, 1995.

If you have any questions regarding the Order, feel free to contact Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562 or Bill Haubold, Remedial Project Manager, at (312) 353-6261.

Sincerely yours,


William E. Muno, Director
Waste Management Division

Enclosure

cc: Mark Giesfeldt
Wisconsin Department of Natural Resources

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

In The Matter Of:)

Muskego Sanitary Landfill)
Groundwater Operable Unit)
Muskego, Wisconsin)

Respondents Listed in Attachment 1)

Proceeding Under Section 106(a) of the)
Comprehensive Environmental Response,)
Compensation, and Liability Act of 1980,)
as amended (42 U.S.C. § 9606(a)))

) U.S. EPA
) Docket No. _____

**ADMINISTRATIVE ORDER
FOR REMEDIAL DESIGN AND REMEDIAL ACTION**

I. INTRODUCTION AND JURISDICTION

1. This Order directs Respondents to perform a remedial design for the remedy described in the Record of Decision dated February 2, 1995, and Scope of Work for the Muskego Sanitary Landfill Site, Groundwater Operable Unit and to implement the design by performing a remedial action. This Order is issued to Respondents by the United States Environmental Protection Agency ("U.S. EPA") under the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of U.S. EPA on January 23, 1987, by Executive Order 12580 (52 Fed. Reg. 2926), and was further delegated to the Regional Administrator on September 13, 1987 by U.S. EPA Delegation No. 14-14 and 14-14A, and to the Director, Waste Management Division, Region V, by delegation 14-14B.

II. PARTIES BOUND

2. This Order shall apply to and be binding upon each Respondent identified in paragraph 8 and their successors and

assigns. Respondents are jointly and severally responsible for carrying out all activities required by this Order. Failure of one or more Respondents to comply with all or any part of this Order shall not in any way excuse or justify noncompliance by any other Respondent. No change in the ownership, corporate status, or other control of any Respondent shall alter any of the Respondents' responsibilities under this Order.

3. Respondents shall provide a copy of this Order to any prospective owners or successors before a controlling interest in Respondent's assets, property rights, or stock are transferred to the prospective owner or successor. Respondents shall provide a copy of this Order to each contractor, subcontractor, laboratory, or consultant retained to perform any work under this Order, within five days after the effective date of this Order or on the date such services are retained, whichever is later. Respondents shall also provide a copy of this Order to each person acting on behalf of any Respondent with respect to the Site or the Work and shall ensure that all contracts and subcontracts entered into hereunder require performance under the contract to be in conformity with the terms of this Order. With regard to the activities undertaken pursuant to this Order, each contractor and subcontractor shall be deemed to be related by contract to the Respondents within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3). Notwithstanding the terms of any contract, each Respondent is responsible for compliance with this Order and for ensuring that its contractors, subcontractors and agents perform all work in accordance with this Order.

4. Within five (5) days after the effective date of this Order, each Respondent that owns real property comprising any part of the Site shall record a copy of this Order in the appropriate governmental office where land ownership and transfer records are filed or recorded, and shall ensure that the recording of this Order is indexed to the title of each and every property owned by

said Respondent at the Site, so as to provide notice to third parties of the issuance and terms of this Order with respect to those properties. All such Respondents shall, within 15 days after the effective date of this Order, send notice of such recording and indexing to U.S. EPA.

5. Not later than sixty (60) days prior to any transfer of any property interest in any real property included within the Site, Respondents shall submit a true and correct copy of the transfer documents to U.S. EPA, and shall identify the transferee(s) by name, principal business address and effective date of the transfer.

III. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or its implementing regulations. Whenever terms listed below are used in this Order or in the documents attached to this Order or incorporated by reference into this Order, the following definitions shall apply:

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

b. "Day" shall mean a calendar day unless expressly stated to be a working day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal or State holiday, the period shall run until the end of the next working day.

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

d. "Operation and Maintenance" or "O&M" shall mean all activities required under the Operation and Maintenance Plan developed by Respondents pursuant to this Order and Task II.B of the Scope of Work, and approved by U.S. EPA.

e. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

f. "Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations, identified in the Record of Decision and Scope of Work, that the remedial action and work required by this Order must attain and maintain.

g. "Record of Decision" or "ROD" shall mean the U.S. EPA Record of Decision relating to the Site, Groundwater Operable Unit, signed on February 2, 1995 by the Regional Administrator, U.S. EPA, Region V, and all attachments thereto. The ROD is attached hereto and made a part hereof as Attachment 2.

h. "Oversight Costs" shall mean all costs, including direct costs, indirect costs, and accrued interest incurred by the United States and the WDNR to perform or support response actions at the Site. Oversight Costs include, but are not limited to, the costs of overseeing the Work, such as the costs of reviewing or developing plans, reports and other items pursuant to this Order and costs associated with verifying the Work, as well as enforcement costs.

i. "Scope of Work" or "SOW" shall mean the scope of work for implementation of the remedial design, remedial action, and Operation and Maintenance at the Site, as set forth in Attachment 3 to this Order. The Scope of Work is incorporated into this Order and is an enforceable part of this Order.

j. "Section" shall mean a portion of this Order identified by a Roman numeral and includes one or more paragraphs.

k. "Section 106 Administrative Record" shall mean the Administrative Record which includes all documents considered or relied upon by U.S. EPA in preparation of this Order. The Section 106 Administrative Record Index is a listing of all

documents included in the Section 106 Administrative Record in addition to those already included in the Administrative Record attached to the ROD, and is attached hereto as Attachment 4.

l. "Site" shall mean the Muskego Sanitary Landfill Superfund site, encompassing approximately 56 acres, located in the city of Muskego, Waukesha County, Wisconsin, as described in the Record of Decision, and includes, but is not limited to, all property which has been contaminated as a result of a release from the facility and areas adjacent thereto.

m. "State" shall mean the State of Wisconsin.

n. "U.S. EPA" shall mean the United States Environmental Protection Agency.

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

p. "WDNR" shall mean the Wisconsin Department of Natural Resources.

n. "Work" shall mean all activities Respondents are required to perform under this Order and all attachments hereto, including, but not limited to, remedial design, remedial action and operation and maintenance.

IV. FINDINGS AND DETERMINATIONS

7. The Muskego Sanitary Landfill Superfund Site occupies approximately 56 acres north of State Highway 24 (Janesville Road), and east of Crowbar Road roughly three miles southwest of the urbanized portions of the City of Muskego, Waukesha County, Wisconsin. The Site is located in Southeastern Wisconsin approximately fifteen miles southwest of the City of Milwaukee. The Site includes three areas known as the "Old Fill Area", the "Southeast Fill Area" and the "Non-Contiguous Fill Area". The Site also includes wastewater ponds associated with a former rendering plant (the "Anamax Plant"). Portions of the property associated with the Anamax Plant are also included in the Old Fill Area and the Southeast Fill Area boundaries. Directly north of the Site is the Stoneridge Landfill, a closed and covered

solid waste landfill, that is not part of the Superfund Site. Land use to the west of the Site is for sand and gravel excavation. To the south, east and north of the site, the land use is a combination of residential and agricultural. The area surrounding the Site is semi-rural, but is zoned to permit further development in the future. Several homes and businesses are in the vicinity of the Site, and many were once served by individual private water supply wells. In the late 1980s, city water mains were extended into the area and several homes and businesses were connected. Currently, two residences southeast of the Site are not connected to public water.

8. a. Respondent Waste Management of Wisconsin, Inc. ("WMWI"), formerly known as Acme Disposal Company, is now, and has been since approximately 1970, the operator of the Site, and since on or about October 28, 1983, has been the owner of the Site. During the time that the Site has been operated by WMWI, by its corporate affiliates and by Acme Disposal Company, hazardous substances, including some or all of those described in this Section, were disposed of at the Site. WMWI is also a successor in interest to Best Disposal Service Company and United Waste Systems. Best Disposal Service Company, Acme Disposal Company and United Waste Systems accepted hazardous substances for transport to, and disposal or treatment at the Site, and selected the Site for disposal or treatment.

b. Respondent Carl Wauer was, from about 1965, until on or about January 18, 1973, the owner of the Site. Mr. Wauer operated the Site from approximately 1965 until approximately 1970, when Acme Disposal succeeded Mr. Wauer as operator of the Site. During the period in which Mr. Wauer operated the Site, and during the time in which he has owned the Site, hazardous substances, including some or all of those described in this section, were disposed of at the Site.

c. Respondent Acme Galvanizing, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or

arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Acme Galvanizing, Inc., at the Site. Those hazardous substances included chromates and other chemicals. Hazardous substances of the same kind as those owned or possessed by Respondent Acme Galvanizing, Inc. are contained at the Site.

d. Respondent Aldrich Chemical Company, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Aldrich Chemical Company, Inc., at the Site. Those hazardous substances included flammable liquids and other chemicals. Hazardous substances of the same kind as those owned or possessed by Respondent Aldrich Chemical Company, Inc. are contained at the Site.

e. Respondent Allen-Bradley Company, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Allen-Bradley Company, Inc., at the Site. Those hazardous substances included grinding compounds, liquid waste and slag. Hazardous substances of the same kind as those owned or possessed by Respondent Aldrich Chemical Company, Inc. are contained at the Site.

f. Respondent Allied Signal Corporation is a successor in interest to Bostrom Seating Company, Inc. Bostrom Seating Company, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Bostrom Seating Company, Inc., at the Site. Those hazardous substances included industrial liquid wastes. Hazardous substances of the same kind as those owned or possessed by Bostrom Seating Company, Inc. are contained at the Site.

g. Respondent Ambrosia Chocolate Company arranged, by contract or agreement or otherwise, for the disposal or

treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Ambrosia Chocolate Company, at the Site. Those hazardous substances included solvents and degreasing tank residues. Hazardous substances of the same kind as those owned or possessed by Respondent Ambrosia Chocolate Company are contained at the Site.

h. Respondent American Can Company is a successor in interest to Americology. Americology arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Americology, at the Site. Those hazardous substances included liquid industrial wastes. Hazardous substances of the same kind as those owned or possessed by Americology are contained at the Site.

i. Respondent American Motors Corporation arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by American Motors Corporation, at the Site. Those hazardous substances included waste oils, paint sludge and other sludges, and industrial waste liquids. Hazardous substances of the same kind as those owned or possessed by American Motors Corporation are contained at the Site.

j. Respondent Ameritech Services is a successor in interest to Wisconsin Bell Telephone. Wisconsin Bell Telephone arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Wisconsin Bell Telephone, at the Site. Those hazardous substances included various industrial wastes and creosote coated materials. Hazardous substances of the same kind as those owned or possessed by Wisconsin Bell Telephone are contained at the Site.

k. Respondent Ampco Metal, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Ampco Metal, Inc., at the Site. Those hazardous substances included liquid industrial wastes. Hazardous substances of the same kind as those owned or possessed by Ampco Metal, Inc. are contained at the Site.

l. Respondent Amron Corporation arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Amron Corporation, at the Site. Those hazardous substances included waste oils, nitric acid, phosphoric acid, zinc stripper, spent chemicals and other liquid wastes. Hazardous substances of the same kind as those owned or possessed by Amron Corporation are contained at the Site.

m. Respondent Beatrice Company is a successor in interest to Pfister and Vogel Tanning Company. Pfister and Vogel Tanning Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Pfister and Vogel Tanning Company, at the Site. Those hazardous substances included sludges and flammable solvents. Hazardous substances of the same kind as those owned or possessed by Pfister and Vogel Tanning Company are contained at the Site.

n. Respondent Beazer East, Inc. is a successor in interest to Them Corporation. Them Corporation arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Them Corporation, at the Site. Those hazardous substances included waste chemicals, hazardous powders and glue. Hazardous

substances of the same kind as those owned or possessed by Them Corporation are contained at the Site.

o. Respondent Blackhawk Leather, Ltd. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Blackhawk Leather, Ltd., at the Site. Those hazardous substances included various process-related liquid wastes. Hazardous substances of the same kind as those owned or possessed by Amron Corporation are contained at the Site.

p. Respondent Browning Ferris Industries of Wisconsin is a successor in interest to Town and Country Disposal Service, Inc. Town and Country Disposal Service, Inc. accepted hazardous substances for transport to, and disposal or treatment at the Site, and selected the Site for disposal or treatment. Those hazardous substances included various industrial wastes. Hazardous substances of the same kind as those disposed of by Town and Country Disposal Service, Inc. are contained at the Site.

q. Respondent Brunswick Corporation is a successor in interest to Ozite Carpet. Ozite Carpet arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Ozite Carpet, at the Site. Those hazardous substances included sludges. Hazardous substances of the same kind as those owned or possessed by Ozite Carpet are contained at the Site.

r. Respondent Case Corporation is a successor in interest to J.I. Case. J.I. Case arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by J.I. Case, at the Site. Those hazardous substances included drums containing waste oils and paint wastes. Hazardous substances of the same kind as those owned or possessed by J.I. Case are contained at the Site.

s. Respondent Caterpillar, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Caterpillar, Inc., at the Site. Those hazardous substances included corrosive liquids, including paint strippers and other hazardous wastes. Hazardous substances of the same kind as those owned or possessed by Caterpillar, Inc. are contained at the Site.

t. Respondent Cudahy Tanning Co., Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Cudahy Tanning Co., Inc., at the Site. Those hazardous substances included leather scraps containing chromium, and sludges. Hazardous substances of the same kind as those owned or possessed by Cudahy Tanning Co., Inc. are contained at the Site.

u. Respondent General Electric Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by General Electric Company, at the Site. Those hazardous substances included acids, liquid waste and powders. Hazardous substances of the same kind as those owned or possessed by General Electric Company are contained at the Site.

v. Respondent Giddings & Lewis is a successor in interest to Kearney & Trecker. Kearney & Trecker arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Kearney & Trecker, at the Site. Those hazardous substances included machine and cutting oils. Hazardous substances of the same kind as those owned or possessed by Kearney & Trecker are contained at the Site.

w. Respondent Grede Foundries, Inc. is a successor in interest to Midland Metal Treating, Inc. Midland Metal Treating, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Midland Metal Treating, Inc., at the Site. Those hazardous substances included slag. Hazardous substances of the same kind as those owned or possessed by Midland Metal Treating Company are contained at the Site.

x. Respondent Harley Davidson, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Harley Davidson, Inc., at the Site. Those hazardous substances included waste oils. Hazardous substances of the same kind as those owned or possessed by Harley Davidson, Inc. are contained at the Site.

y. Respondent Harnischfeger arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Harnischfeger, at the Site. Those hazardous substances included waste machine oils, drums containing paint, paint wastes and residues, oil drip pads, and slag. Hazardous substances of the same kind as those owned or possessed by Harnischfeger are contained at the Site.

z. Respondent Hydrite Chemical Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Hydrite Chemical Company, at the Site. Those hazardous substances included sodium carbonate, sodium chloride, sodium metasilicate, phosphates, and various hazardous colored powders. Hazardous substances of the same kind as those owned or possessed by Hydrite Chemical Company are contained at the Site.

aa. Respondent INRYCO arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by INRYCO, at the Site. Those hazardous substances included waste paint, paint thinners, sludges and lacquer thinners. Hazardous substances of the same kind as those owned or possessed by INRYCO are contained at the Site.

bb. Respondent Law Tanning Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Law Tanning Company, at the Site. Those hazardous substances included tanning wastes including chromium, and other industrial liquid wastes. Hazardous substances of the same kind as those owned or possessed by Law Tanning Company are contained at the Site.

cc. Respondent Litton Industries, Inc. is a successor in interest to Louis Allis, Magnetix Division, Inc. Louis Allis, Magnetix Division, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Louis Allis, Magnetix Division, Inc., at the Site. Those hazardous substances included waste oils, thinners and waste paints. Hazardous substances of the same kind as those owned or possessed by Louis Allis, Magnetix Division are contained at the Site.

dd. Respondent Masco Corporation is a successor in interest to NI Industries, which in turn is a successor in interest to Pressed Steel Tank Co. Pressed Steel Tank Co. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Pressed Steel Tank Co., at the Site. Those hazardous substances included heavy industrial sludges. Hazardous

substances of the same kind as those owned or possessed by Pressed Steel Tank Co. are contained at the Site.

ee. Respondent Master Lock Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Master Lock Company, at the Site. Those hazardous substances included drums containing waste oils and other industrial liquid wastes. Hazardous substances of the same kind as those owned or possessed by Master Lock Company are contained at the Site.

ff. Respondent McDermott, Inc. is a successor in interest to Babcock & Wilcox Company. Babcock & Wilcox Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Babcock & Wilcox Company, at the Site. Those hazardous substances included cutting oils, and drums containing other liquid industrial wastes. Hazardous substances of the same kind as those owned or possessed by Babcock & Wilcox Company are contained at the Site.

gg. Respondent Metals Transport Company, Inc. accepted hazardous substances for transport to, and disposal or treatment at the Site, and selected the Site for disposal or treatment. Those hazardous substances included metal-bearing slag. Hazardous substances of the same kind as those disposed of by Metal Transport Company, Inc. were present at the Site.

hh. Respondent Midwest Tanning arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Midwest Tanning, at the Site. Those hazardous substances included liquid tanning wastes, dyes and sludges. Hazardous substances of the same kind as those owned or possessed by Midwest Tanning are contained at the Site.

ii. Respondent Milport Chemical Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Milport Chemical Company, at the Site. Those hazardous substances included liquid industrial wastes in drums. Hazardous substances of the same kind as those owned or possessed by Milport Chemical Company are contained at the Site.

jj. Respondent Milwaukee Tallow Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Milwaukee Tallow Company, at the Site. Those hazardous substances included corrosive liquid industrial wastes in drums. Hazardous substances of the same kind as those owned or possessed by Milwaukee Tallow Company are contained at the Site.

kk. Respondent Newell Company is a successor in interest to E.Z. Paint Company. E.Z. Paint Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by E.Z. Paint Company, at the Site. Those hazardous substances included acetone, alcohol, waste oil, polyvinyl acetate and polyvinyl alcohol. Hazardous substances of the same kind as those owned or possessed by E.Z. Paint Company are contained at the Site.

ll. Respondent Oil Gear Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Oil Gear Company, at the Site. Those hazardous substances included industrial wastes contained in drums. Hazardous substances of the same kind as those owned or possessed by Oil Gear Company are contained at the Site.

mm. Respondent PPG Industries arranged, by contract or agreement or otherwise, for the disposal or treatment, or

arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by PPG Industries, at the Site. Those hazardous substances included drums of paint, paint wastes, sludges, solvents and thinners. Hazardous substances of the same kind as those owned or possessed by PPG Industries are contained at the Site.

nn. Respondent PVL Limited Partnership is a successor in interest to Pfister and Vogel Tanning Company. Pfister and Vogel Tanning Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Pfister and Vogel Tanning Company, at the Site. Those hazardous substances included sludges and flammable solvents. Hazardous substances of the same kind as those owned or possessed by Pfister and Vogel Tanning Company are contained at the Site.

oo. Respondent RAPCO Leather Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by RAPCO Leather Company, at the Site. Those hazardous substances included waste liquids and sludges. Hazardous substances of the same kind as those owned or possessed by RAPCO Leather Company are contained at the Site.

pp. Respondent Rexnord Corporation is a successor in interest to Envirex, Inc. Envirex, Inc. arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Envirex, Inc., at the Site. Those hazardous substances included liquid wastes and paint wastes. Hazardous substances of the same kind as those owned or possessed by Envirex, Inc. are contained at the Site.

qq. Respondent RHI Holdings, Inc. is a successor in interest to Rexnord, Inc., also known as Norberg. Rexnord, Inc.

arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Rexnord, Inc., at the Site. Those hazardous substances included mixed industrial wastes. Hazardous substances of the same kind as those owned or possessed by Rexnord, Inc. are contained at the Site.

rr. Respondent Ringier America, Inc. is a successor in interest to W.A. Krueger Company. W.A. Krueger Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by W.A. Krueger Company, at the Site. Those hazardous substances included inks, glues, and barrels and buckets containing industrial wastes. Hazardous substances of the same kind as those owned or possessed by W.A. Krueger Company are contained at the Site.

ss. Respondent RTE Corporation arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by RTE Corporation, at the Site. Those hazardous substances included drums containing waste oils, solvents, lacquers and other thinners. Hazardous substances of the same kind as those owned or possessed by RTE Corporation are contained at the Site.

tt. Respondent St. Luke's Hospital arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by St. Luke's Hospital, at the Site. Those hazardous substances included various medical wastes. Hazardous substances of the same kind as those owned or possessed by St. Luke's Hospital are contained at the Site.

uu. Respondent Starline Trucking Company accepted hazardous substances for transport to, and disposal or treatment at the

Site, and selected the Site for disposal or treatment. Those hazardous substances included fly ash. Hazardous substances of the same kind as those disposed of by Starline Trucking Company. Respondent Starline Trucking Company also arranged, by contract or agreement, or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Starline Trucking Company at the Site. Those hazardous substances included various industrial wastes. Hazardous substances of the same kind as those owned or possessed by Respondent Starline Trucking Company are contained at the Site.

vv. Respondent Sundstrand Corporation is a successor in interest to Falk Corporation. Falk Corporation arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Falk Corporation, at the Site. Those hazardous substances included drums containing paint thinner, lacquer and waste oils. Hazardous substances of the same kind as those owned or possessed by Falk Corporation are contained at the Site.

ww. Respondent Teledyne Wisconsin Motor arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Teledyne Wisconsin Motor, at the Site. Those hazardous substances included waste oils and other industrial liquid wastes. Hazardous substances of the same kind as those owned or possessed by Teledyne Wisconsin Motor are contained at the Site.

xx. Respondent Trinity Memorial Hospital arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Trinity Memorial Hospital, at the Site. Those hazardous substances included various medical wastes. Hazardous substances

of the same kind as those owned or possessed by Trinity Memorial Hospital are contained at the Site.

yy. Respondent VentureDyne, Ltd. is a successor in interest to Dings Company, Magnetic Group. Dings Company, Magnetic group arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Dings Company, Magnetic Group, at the Site. Those hazardous substances included waste cutting oils. Hazardous substances of the same kind as those owned or possessed by Dings Company, Magnetic Group, are contained at the Site.

zz. Respondent Vulcan Materials arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Vulcan Materials, at the Site. Those hazardous substances included various industrial liquid wastes and slag. Hazardous substances of the same kind as those owned or possessed by Vulcan Materials are contained at the Site.

aaa. Respondent Wayne Pigment Corp. is a successor in interest to Wayne Chemical Corporation. Wayne Chemical Corporation arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Wayne Chemical Corporation, at the Site. Those hazardous substances included various waste chemicals. Hazardous substances of the same kind as those owned or possessed by Wayne Chemical Corporation are contained at the Site.

bbb. Respondent Western Publishing arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Western Publishing, at the Site. Those hazardous substances included drums of paints and inks. Hazardous substances of the same kind

as those owned or possessed by Western Publishing are contained at the Site.

ccc. Respondent Wisconsin Electric Power Company arranged, by contract or agreement or otherwise, for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Wisconsin Electric Power Company, at the Site. Those hazardous substances included oil-containing transformers and fly ash. Hazardous substances of the same kind as those owned or possessed by Wisconsin Electric Power Company are contained at the Site.

ddd. Respondent ZPC Industrial Coatings, Inc. is a successor in interest to Zummach-Peerless Chemical Coating Co. Zummach-Peerless Chemical Coating Co. arranged, by contract or agreement or otherwise, for the disposal or treatment; or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by Zummach-Peerless Chemical Coating Co., at the Site. Those hazardous substances included paint dust and powders. Hazardous substances of the same kind as those owned or possessed by Zummach-Peerless Chemical Coating Co. are contained at the Site.

9. The Respondents identified in paragraph 8 are collectively referred to as "Respondents."

10. On September 21, 1984, (49 Fed. Reg. 37070), pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, U.S. EPA placed the Muskego Sanitary Landfill Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B.

11. To study and undertake response activities in phases, U.S. EPA has divided the Site into operable units. The Source Control Operable Unit has already been undertaken pursuant to a Unilateral Administrative Order issued by U.S. EPA on

December 9, 1992 (U.S. EPA Docket No. V-W-92-C-173). This Order addresses the Groundwater Operable Unit.

12. From August 14, 1987 through November 4, 1992, under U.S. EPA's oversight, WMWI has undertaken a Remedial Investigation ("RI") of the Site. WMWI has also undertaken separate Feasibility Studies ("FSS") for each operable unit of the Site. These activities were performed pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. Part 300. WMWI performed this work under an Administrative Consent Order signed on August 14, 1987.

13. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, U.S. EPA published notice of the completion of the FS and of the proposed plan for remedial action for the ground water operable unit on October 3, 1994, and provided opportunity for public comment on the proposed remedial action. Similarly, Respondents were given an opportunity to comment on the proposed plan for remedial action and to supplement the Administrative Record regarding a decision for selection of the final plan for remedial action.

14. The decision by U.S. EPA on the remedial action to be implemented at the Muskego Sanitary Landfill Site Groundwater Operable Unit is embodied in a Record of Decision ("ROD"), executed on February 2, 1995, on which the State has given its concurrence. The ROD is an enforceable part of this Order and is attached hereto as Attachment 2. The ROD is supported by an Administrative Record which contains the documents and information upon which U.S. EPA based the selection of the response action. The U.S. EPA's selected response action set out in the ROD has been determined to provide adequate protection of public health, welfare and the environment; meet all federal and State environmental laws; and be cost effective.

15. Contaminants were detected in soil, groundwater and sediments at the Site. Groups of contaminants included BETXs (Benzene, Ethylbenzene, Xylene, and Toluene), chlorinated ethenes and ethanes, inorganics, Polychlorinated Biphenyls ("PCBs"), and pesticides. Specific chemicals are listed in the Groundwater Operable Unit ROD, under Section V (Site Characteristics) and in the RI, Section 4 (Nature and Extent of Contamination).

16. The RI results indicate that there has been a release of hazardous substances into the groundwater and in the soils at the Site. There are multiple source areas and groundwater pathways at the Site in which contaminants are located. Section 4, Nature and Extent of Contamination, of the RI report specifically indicates contaminants, location of contaminants, and concentration of contaminants at the Site. Several contaminants were found in groundwater in exceedance of Federal Maximum Contaminant Levels ("MCLs") and WDNR Enforcement Standards ("ESs") including, but not limited to: benzene, 1,2-dichloroethane, tetrachloroethylene, trichloroethylene, and vinyl chloride. A more comprehensive list can be found in Section 4 of the RI.

17. Groundwater is the primary migration pathway for contaminants at the Site. Groundwater flow away from the Site is predominantly along the Southern and Southeastern flow paths. Along the Southern flow path groundwater is potentially affected by the Old Fill Area, Non-Contiguous Fill Area, and the former rendering plant lagoons. The Southeastern flow path is potentially affected by the Non-Contiguous Fill Area, the Southeast Fill Area, and the former rendering plant Lagoons. Private wells are located downgradient from these source areas and could potentially be affected by contaminants. A majority of these private wells have been converted to public drinking water supply. Exposure to landfill gas, through either methane

migration in the soils, or Volatile Organic Compound ("VOC") migration in the air, is also a concern at the Site.

18. There are approximately 130 homes within one-half mile of the Site. This converts to a population of 325, assuming there are 2.5 persons living in each home. There are approximately one dozen homes downgradient that potentially could be affected by groundwater contamination from the Site. All of these homes have been, or will be, connected to public water for consumptive purposes. Therefore these homes do not draw water from the groundwater potentially affected by contamination. The land surrounding the Site is currently a mixture of private homes, small-scale agriculture, medium-sized farming, and industrial use. Residential development is progressing westward along Janesville Road toward the Site. This is an indicator that future land use near the Site could be primarily residential. Public health concerns are described in greater detail in the Public Health Assessment for the Site. In addition, the Baseline Risk Assessment in the RI presents current and potential future risks to human health, welfare and the environment posed by conditions at the Site.

19. There have been two drum removal actions at the Site. The first was the excavation and removal of free liquid, drums and contaminated soils in an area east of the Non-Contiguous Fill Area. The solid materials were transported to the Adams Center Landfill in Ft. Wayne, Indiana, while the liquids were transported to the SCA Incinerator in Chicago, Illinois. This action took place under the supervision of WDNR officials. The second removal was in a drum trench area discovered during the RI in the Non-Contiguous Fill Area. Through a Unilateral Administrative Order issued on January 4, 1991, U.S. EPA ordered WMWI to remove the drums and surrounding contaminated soils. Excavation of the drum trench began in April of 1991 and was completed in May of 1991. A total of 989 drums were excavated

along with approximately 2,500 cubic yards of contaminated soil. The soils were excavated to a depth of 25 feet below the original surface grade until groundwater was encountered.

20. A Source Control Operable Unit ("SCOU") FS was prepared in September, 1991. In December 1992, a Record of Decision was signed for the SCOU response action at the Site. This SCOU remedy included design and installation of a multi-layer cap over the waste areas, leachate control systems in the Old and Southeast Fill areas, landfill gas control systems in the Old, Non-Contiguous and Southeast Fill areas, construction of an In-Situ Soil Vapor Extraction system in portions of the Non-Contiguous Fill Area, and groundwater monitoring.

21. On December 9, 1991, U.S. EPA issued a Unilateral Administrative Order requiring 46 identified potentially responsible parties ("PRPs") to perform the SCOU remedy. Those PRPs include Mr. Carl Wauer, WMWI, and 44 generators and transporters of hazardous substances disposed of at the Site. The vast majority of these parties complied with the order and implemented the SCOU remedy. The Remedial Design for the SCOU work was completed and approved in October, 1993, and work began that same month. The entire project was completed by approximately October, 1994.

22. The selected remedy for the Groundwater Operable Unit ("GWOU") includes: groundwater monitoring; groundwater pumping tests; groundwater extraction in the vicinity of the Non-Contiguous Fill Area; treatment of extracted water; discharge of water, after all necessary treatment, to an infiltration basin or the Muskego Municipal Sewer District, as deemed necessary during remedial design pilot tests; appropriate disposal of treatment residuals; monitoring and evaluation of the effectiveness of the groundwater extraction system in achieving progress toward Performance Standards; and expansion of the

system if data on the performance of the system indicates that expansion is necessary to make progress toward Performance Standards. The selected remedy is more fully set forth and described in the GWOU ROD attached hereto as Attachment 2.

23. The GWOU selected remedy will address and abate the potential threats posed by contamination at the Site by extracting contaminated groundwater in the Non-Contiguous Fill Area, thereby also reducing the loading of contamination into both the Southern and Southeastern Flow Paths. This reduction in loading, in combination with the reduction in loadings achieved by the SCOU remedial components, is expected to lower contaminant concentrations in these flow paths. Treatment will occur on extracted groundwater to meet discharge standards.

24. The Muskego Sanitary Landfill Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

25. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

26. Each Respondent is a liable party as defined in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is subject to this Order under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

27. "Hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) are present at the Site.

28. These hazardous substances have been, are being, and continue to be "released" from the Site into the soil and groundwater.

29. The past disposal and current migration of hazardous substances from the Site constitutes a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

30. The potential for future migration of hazardous substances from the Site poses a threat of a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

31. The release, and threat of release, of one or more hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.

32. The actions required by this Order are necessary to protect the public health, welfare, or the environment and are consistent with the NCP, 40 C.F.R. Part 300, as amended, and CERCLA.

V. NOTICE TO THE STATE

33. U.S. EPA has notified the State of Wisconsin, Department of Natural Resources, that U.S. EPA intended to issue this Order.

34. U.S. EPA will consult with the WDNR and the WDNR will have the opportunity to review and comment to U.S. EPA regarding all work to be performed, deliverables, and any other issues which arise while the Order remains in effect.

VI. ORDER

35. Based on the foregoing, Respondents are hereby ordered to comply with all of the following provisions, including but not limited to all attachments to this Order, all documents incorporated by reference into this Order, and all schedules and deadlines contained in this Order, attached to this Order, or incorporated by reference into this Order.

VII. WORK TO BE PERFORMED

36. All aspects of the Work to be performed by Respondents pursuant to this Order shall be under the direction and supervision of a Project Coordinator qualified to undertake and complete the requirements of this Order. U.S. EPA retains the

right to disapprove the Project Coordinator and any, or all, of the contractors and/or subcontractors retained by the Respondents. The Project Coordinator shall be the U.S. EPA Remedial Project Manager's ("RPM's") primary point of contact with the Respondents and shall possess sufficient technical expertise regarding all aspects of the work. Within fifteen (15) days after the effective date of this Order, Respondents shall notify U.S. EPA in writing of the name, address, telephone number, and qualifications of the Project Coordinator, and the primary support entities and staff, proposed to be used in carrying out work under this Order. In the event U.S. EPA disapproves a Project Coordinator, selected contractor, or selected subcontractor, Respondents shall retain a new project coordinator, contractor or subcontractor to perform the work, and such selection shall be made within fifteen (15) days following the date of U.S. EPA's disapproval. If at any time Respondents propose to use a different Project Coordinator, contractor or subcontractor, Respondents shall notify U.S. EPA before the new Project Coordinator, contractor, or subcontractor performs any work under this Order.

37. Within forty-five days (45) days after the date this Order is signed, Respondents shall submit a workplan for the remedial design/remedial action at the Site ("Remedial Design/Remedial Action Workplan" or "RD/RA Workplan") to U.S. EPA for review and approval. The RD/RA Workplan shall include a detailed step-by-step plan for completing and implementing the remedial design for the remedy selected in the ROD, and for attaining and maintaining Performance Standards identified in the ROD and Scope of Work. The RD/RA Workplan shall describe in detail the tasks and deliverables Respondents will complete during the remedial design and remedial action phases, and a schedule for completing the tasks and deliverables in the RD/RA Workplan. The RD/RA Workplan shall be consistent with, and provide for implementation of, the ROD and the Scope of Work, and shall comport with U.S. EPA's

"Superfund Remedial Design and Remedial Action Guidance, OSWER Directive 9355.0-4A" and any amendments thereto. The RD/RA Workplan shall include a Sampling and Analysis Plan, Monitoring Plan, and a Quality Assurance Project Plan ("QAPP") for U.S. EPA review. The RD/RA Workplan shall also include a workplan for a pilot study pump test and a pilot study extraction system. Respondent(s) shall submit a Health and Safety Plan for all pre-design sampling and construction efforts, including the pilot study pump test and pilot study extraction system, which shall be consistent with the Occupational Safety and Health Act ("OSHA").

38. The major tasks and deliverables described in the RD/RA Workplan shall include, but not be limited to, the following: (1) a preliminary design, including results of pilot study pump testing; (2) an intermediate design; (3) a pre-final design; and (4) a final design. At each of these design completion stages, the design packages shall all include, but not be limited to, the following: (1) a design schedule, including a schedule for submission and approval of all required permit applications; and (2) plans and specifications. The pre-final and final design documents shall include, but not be limited to, the following: (1) an Operation and Maintenance Plan; (2) a Construction Field Sampling Plan; (3) a Construction Quality Assurance Plan ("CQAP"); and (4) a Contingency Plan. The CQAP shall describe the approach to quality assurance during construction activities at the Site and shall specify a quality assurance official, independent of the construction contractor, to conduct a quality assurance program during the construction phase of the project.

39. The RD/RA Workplan shall be developed in accordance with the ROD and the attached Scope of Work. The RD/RA Workplan shall include methodologies, plans and schedules for completion of at least the following: (1) selection of the remedial action contractor; (2) implementation of a Construction Quality Assurance Plan; (3) identification of and satisfactory compliance

with applicable permitting requirements; (4) implementation of a Construction Field Sampling Plan; (5) implementation of the Operation and Maintenance Plan; and (6) implementation of the Contingency Plan. Respondents shall also submit to U.S. EPA, along with the RD/RA Workplan, a Health and Safety Plan for field activities required by the RD/RA Workplan. The Health and Safety Plan for field activities shall conform to applicable Occupational Safety and Health Administration and U.S. EPA requirements, including but not limited to the regulations at 54 Fed. Reg. 9294.

40. U.S. EPA, in consultation with WDNR, will review and either approve, disapprove, or conditionally approve, the RD/RA Workplan. U.S. EPA may elect to review the pilot study portions of the RD/RA Workplan separately in order to expedite implementation. If the Workplan, or a portion thereof, is disapproved or conditionally approved, U.S. EPA will provide, in writing, comments or modifications required for approval. Respondents shall then, within thirty (30) days of the date of U.S. EPA's written notification of disapproval or conditional approval, submit an Amended Workplan which incorporates only the required comments or modifications. U.S. EPA shall review the Amended Workplan and either approve or disapprove it. Submission of an Amended Workplan which fails to incorporate all of U.S. EPA's required modifications, or which includes other unrequested modifications, shall be grounds for disapproval. Failure to submit an approvable Amended Workplan shall constitute noncompliance with this Order. Upon approval by U.S. EPA, the RD/RA Workplan (or any approved portion thereof) is incorporated into this Order as a requirement of this Order and shall be an enforceable part of this Order. Any noncompliance with all or part of the approved RD/RA Workplan shall be a violation of this Order.

41. Upon approval of the RD/RA Workplan by U.S. EPA, Respondents shall implement the (Amended) RD/RA Workplan and submit all deliverables in accordance with any and all instructions from the RPM and in accordance with the schedules in the (Amended) RD/RA Workplan. Unless otherwise directed by U.S. EPA, Respondents shall not commence remedial action at the Site prior to approval of the RD/RA Workplan. The RD deliverables shall include a schedule for implementing all remedial action tasks identified in the Scope of Work and shall identify the initial formulation of Respondent's remedial action project team, including the supervising contractor.

42. U.S. EPA, in consultation with WDNR, will review and either approve, disapprove, or conditionally approve, the final design submitted by Respondents pursuant to the approved RD/RA Workplan schedule. If the final design is disapproved or conditionally approved, U.S. EPA will provide, in writing, comments or modifications required for approval. Respondents shall then, within thirty (30) days of the date of U.S. EPA's written notification of disapproval or conditional approval, submit an Amended final design which incorporates only the required comments or modifications. U.S. EPA shall review the Amended final design and either approve or disapprove it. Submission of an amended final design which fails to incorporate all of U.S. EPA's required modifications, or which includes other unrequested modifications, shall be grounds for disapproval. Failure to submit an approvable Amended final design shall constitute noncompliance with this Order. Upon approval by U.S. EPA, the final design is incorporated into this Order as a requirement of this Order and shall be an enforceable part of this Order. Any noncompliance with all or part of the approved final design shall be a violation of this Order.

43. Upon approval of the final design by U.S. EPA, Respondents shall implement the final design and submit all deliverables in

accordance with any and all instructions from the RPM and in accordance with the schedules in the final design. Unless otherwise directed by U.S. EPA, Respondents shall not commence remedial action at the Site prior to approval of the RD/RA Workplan.

44. If Respondents seek to retain a construction contractor to assist in the performance of the Remedial Action, then Respondents shall submit a copy of the construction contractor solicitation documents to U.S. EPA not later than five (5) days after publishing the solicitation documents. Upon U.S. EPA's request, Respondents shall submit complete copies of all bid packages received from all contract bidders.

45. Selection of the construction contractor shall be subject to review and approval by U.S. EPA, in consultation with WDNR. Within ten (10) days after U.S. EPA approves the RD/RA Workplan, Respondents shall identify any proposed construction contractor and notify U.S. EPA in writing of the name, title, and qualifications of the construction contractor(s) proposed to be used in carrying out work under this Order. If U.S. EPA disapproves of the selection of any contractor as a construction contractor, Respondents shall submit the name, title, and qualifications of a new contractor to U.S. EPA within thirty (30) days after receipt of U.S. EPA's disapproval of the contractor previously selected.

46. The Work performed by Respondents pursuant to this Order shall, at a minimum, achieve the Performance Standards.

47. Notwithstanding any action by U.S. EPA, Respondents remain fully responsible for achievement of the Performance Standards. Nothing in this Order, or in U.S. EPA's approval of any workplan or other deliverable, shall be deemed to constitute a warranty or representation of any kind by U.S. EPA that full performance of

the remedial design or remedial action will achieve the Performance Standards set forth in the ROD and in the Scope of Work. Respondents' compliance with such approved documents does not foreclose U.S. EPA from seeking additional work to achieve the applicable Performance Standards.

48. Prior to any off-site shipment of hazardous substances from the Site to an out-of-state waste management facility, Respondents shall provide written notification to the appropriate state environmental official in the receiving state and to U.S. EPA's RPM of such shipment of hazardous substances. However, the notification of shipments to the state shall not apply to any off-Site shipments when the total volume of all shipments from the Site to the state will not exceed ten (10) cubic yards. The notification shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation. Respondents shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

49. All materials removed from the Site shall be disposed of or treated at a facility approved in advance of removal by U.S. EPA's RPM and in accordance with: 1) Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3); 2) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901, *et seq.*, as amended; 3) the U.S. EPA Off-Site Rule, 40 C.F.R. § 300.440; and 4) all other applicable Federal, State, and local requirements. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for remedial action construction. Respondents shall provide written

notice to the RPM which shall include all relevant information, including the information required by paragraph 48 above, as soon as practicable after the award of the contract and before the hazardous substances are actually shipped off-Site.

50. Respondents shall cooperate with U.S. EPA in providing information regarding the Work to the public. When requested by U.S. EPA, Respondents shall participate in the preparation of such information for distribution to the public and in public meetings which may be held or sponsored by U.S. EPA to explain activities at or relating to the Site.

51. Within fifteen (15) days after Respondents conclude that the remedial action construction has been fully performed, Respondents shall so notify U.S. EPA and shall schedule and conduct a pre-final inspection to be attended by Respondents and U.S. EPA. The pre-final inspection shall be followed by a written report submitted within fifteen (15) days of the inspection by a registered professional engineer and Respondents' Project Coordinator certifying that the remedial action construction has been completed in full satisfaction of the requirements of this Order. If, after completion of the pre-final inspection and receipt and review of the written report, U.S. EPA determines that the remedial action construction or any portion thereof has not been completed in accordance with this Order, U.S. EPA shall notify Respondents in writing of the activities that must be undertaken to complete the remedial action construction and shall set forth in the notice a schedule for performance of such activities. Respondents shall perform all activities described in the notice in accordance with the specifications and schedules established therein. If U.S. EPA concludes, following the initial or any subsequent certification of completion by Respondents that the remedial action construction has been fully performed in accordance with this Order, U.S. EPA may notify Respondents that the remedial

action construction has been fully performed. U.S. EPA's notification shall be based on present knowledge and Respondents' certification to U.S. EPA, and shall not limit U.S. EPA's right to perform periodic reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take or require any action that in the judgment of U.S. EPA is appropriate at the Site, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607.

52. Within thirty (30) days after Respondents conclude that the all phases of the remedial action has been fully performed, that the relevant Performance Standards have been attained, and that all Operation and Maintenance activities are completed, Respondents shall so notify U.S. EPA and shall submit a written report by a registered professional engineer and Respondents' Project Coordinator certifying that the remedial action has been completed in full satisfaction of the requirements of this Order. If, after review of the written report, U.S. EPA determines that the remedial action or any portion thereof has not been completed in accordance with this Order, U.S. EPA shall notify Respondents in writing of the activities that must be undertaken to complete the remedial action and shall set forth in the notice a schedule for performance of such activities. Respondents shall perform all activities described in the notice in accordance with the specifications and schedules established therein. If U.S. EPA concludes, following the initial or any subsequent certification of completion by Respondents that the remedial action has been fully performed in accordance with this Order, U.S. EPA may notify Respondents in writing that the remedial action has been fully performed. U.S. EPA's notification shall be based on present knowledge and Respondents' certification to U.S. EPA, and shall not limit U.S. EPA's right to perform periodic reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take or require any action that in the judgment of U.S. EPA is appropriate at the Site, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607.

VIII. ADDITIONAL RESPONSE ACTIONS

53. In the event that U.S. EPA determines that additional work or modifications to work are necessary to meet applicable Performance Standards, to maintain consistency with the final remedy, or to otherwise protect human health or the environment, U.S. EPA will notify Respondents that additional response actions are necessary. U.S. EPA may also require Respondents to modify any plan, design, or other deliverable required by this Order, including any approved modifications.

54. Unless otherwise stated by U.S. EPA, within thirty (30) days of receipt of notice from U.S. EPA that additional response activities or modifications to work are necessary, Respondents shall submit for approval a Workplan for the additional response activities. Upon U.S. EPA's approval of this Workplan, the approved Workplan shall become an enforceable part of this Order, and Respondents shall implement the Workplan for additional response activities in accordance with the standards, specifications, and schedule contained therein. Failure to submit a Workplan required by this paragraph shall constitute noncompliance with this Order.

IX. PERIODIC REVIEW

55. Under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable regulations, where hazardous substances will remain on Site at the completion of the remedial action, U.S. EPA may review the Site to assure that the Work performed pursuant to this Order adequately protects human health and the environment. Until such time as U.S. EPA certifies completion of the Work, Respondents shall conduct the requisite studies, investigations, or other response actions as determined necessary by U.S. EPA in order to permit U.S. EPA to conduct the review under Section 121(c) of CERCLA. As a result of any review performed under this paragraph, Respondents may be required to perform additional work or to modify work previously performed.

X. ENDANGERMENT AND EMERGENCY RESPONSE

56. In the event of any action or occurrence during the performance of the work which causes or threatens to cause a release of a hazardous substance or which may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize the threat, and shall immediately notify U.S. EPA's RPM. If the RPM is not available, Respondents shall notify the U.S. EPA Emergency Response Branch, Region V. Respondents shall take further action in consultation with U.S. EPA's RPM and in accordance with all applicable provisions of this Order, including but not limited to the health and safety plan and the contingency plan. In the event that Respondents fail to take appropriate response action as required by this paragraph, and U.S. EPA takes that action instead, Respondents shall reimburse U.S. EPA for all costs of the response action not inconsistent with the NCP. Respondents shall pay the response costs in the manner described in section XX (reimbursement of response costs) of this Order, within thirty (30) days of receipt of U.S. EPA's demand for payment and an Itemized Cost Summary of the costs incurred.

57. Nothing in the preceding paragraph 56 shall be deemed to limit any authority of the United States to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances on, at, or from the Site.

XI. REVIEW OF SUBMISSIONS

58. All workplans, reports, engineering design documents, and other deliverables, as described throughout this Order, shall be submitted to WDNR (except documents claimed to contain confidential business information) and U.S. EPA. Unless expressly provided otherwise in this Order, all workplans and deliverables will be reviewed and either approved, approved with modifications, or disapproved by U.S. EPA, in consultation with WDNR. The WDNR shall have the opportunity to review and comment on any deliverable, plan, report or other item which is required to be submitted for review and approval pursuant to this Order. In the event of approval or approval with modifications by U.S. EPA, Respondent(s) shall proceed to take any action required by the workplan, report, or other item, as approved or modified by U.S. EPA. If the workplan or other deliverable is approved with modifications or disapproved, U.S. EPA will provide, in writing, comments or modifications required for approval. Respondent(s) shall amend the workplan or other deliverable to incorporate only those comments or modifications required by U.S. EPA. Within thirty (30) days of the date of U.S. EPA's written notification of approval with modifications or disapproval, or such longer time as specified by U.S. EPA in its written notification, Respondents shall submit an amended workplan or other deliverable that corrects all identified deficiencies. U.S. EPA shall review the amended workplan or deliverable and either approve or disapprove it. Notwithstanding the notice of disapproval, or approval with modifications, Respondents shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

59. Failure to timely submit a workplan, amended workplan or other deliverable shall constitute noncompliance with this Order. Submission of an amended workplan or other deliverable which fails to incorporate all of U.S. EPA's required modifications, or which includes other unrequested modifications, shall also

constitute noncompliance with this Order. Approval by U.S. EPA of the (amended) workplan or other deliverable shall cause said approved (amended) workplan or other deliverable to be incorporated herein as an enforceable part of this Order. If any (amended) workplan or other deliverable is not approved by U.S. EPA, Respondents shall be deemed to be in violation of this Order.

XII. PROGRESS REPORTS

60. In addition to the other deliverables set forth in this Order, Respondents shall provide monthly progress reports to U.S. EPA and WDNR with respect to actions and activities undertaken pursuant to this Order. The progress reports shall be submitted on or before the 15th day of each month following the effective date of this Order. Respondents' obligation to submit progress reports continues until U.S. EPA gives Respondents written notice under paragraph 93 of this Order. At a minimum these progress reports shall: (1) describe the actions which have been taken to comply with this Order during the prior month; (2) include all results of sampling and tests and all other data received by Respondents and not previously submitted to U.S. EPA; (3) describe all work planned for the next 90 days with schedules relating such work to the overall project schedule for RD/RA completion; and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

XIII. QUALITY ASSURANCE, SAMPLING AND DATA ANALYSIS

61. Respondents shall use the quality assurance, quality control, and chain of custody procedures described in the "U.S. EPA NEIC Policies and Procedures Manual," May 1978, revised May 1986, EPA-330/9-78-001-R; U.S. EPA's "Guidelines and Specifications for Preparing Quality Assurance Program Documentation," June 1, 1987; U.S. EPA's "Data Quality Objective

Guidance," (U.S. EPA/540/G87/003 and 004), and any amendments to these documents, while conducting all sample collection and analysis activities required herein by any plan. To provide quality assurance and maintain quality control, Respondents shall:

a. Prior to the commencement of any sampling and analysis under this Order, submit a QAPP to the U.S. EPA and WDNR that is consistent with the SOW, U.S. EPA's "Interim Guidelines and Specifications For Preparing Quality Assurance Project Plans" (QAM-005/80), and any subsequent amendments. The QAPP must be approved by U.S. EPA prior to commencement of any sampling and analysis under this Order.

b. Prior to the development and submittal of a QAPP, Respondents shall attend a pre-QAPP meeting, if determined necessary, sponsored by U.S. EPA to identify all monitoring and data quality objectives. U.S. EPA, after review of the submitted QAPP, will either approve, conditionally approve, or disapprove the QAPP. Upon notification of conditional or disapproval, Respondents shall make all required modifications to the QAPP within thirty (30) days of receipt of such notification.

c. Use only laboratories which have a documented Quality Assurance Program that complies with U.S. EPA guidance document QAMS-005/80 and subsequent amendments.

d. Ensure that the laboratory used by the Respondents for analyses, performs according to a method or methods deemed satisfactory to U.S. EPA and submits all protocols to be used for analyses to U.S. EPA at least 30 days before beginning analysis.

e. Ensure that U.S. EPA personnel and U.S. EPA's authorized representatives are allowed access to the laboratory and personnel utilized by the Respondents for analyses.

f. Ensure provision of analytical tracking information consistent with OSWER Directive Number 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

62. Respondents shall notify U.S. EPA and WDNR not less than fourteen (14) days in advance of any sample collection activity. At the request of U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split or duplicate samples of any samples collected by Respondents with regard to the Site or pursuant to the implementation of this Order. In addition, U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary.

XIV. COMPLIANCE WITH APPLICABLE LAWS

63. All activities by Respondents pursuant to this Order shall be performed in accordance with the requirements of all federal and State laws and regulations. U.S. EPA has determined that the activities contemplated by this Order are consistent with the National Contingency Plan.

64. Except as provided in Section 121(e) of CERCLA and the NCP, no permit shall be required for any portion of the work conducted entirely on-Site. Where any portion of the work requires a Federal or State permit or approval, Respondents shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

65. This Order is not, and shall not be construed to be, a permit issued pursuant to any Federal or State statute or regulation.

XV. REMEDIAL PROJECT MANAGER

66. All communications, whether written or oral, from Respondents to U.S. EPA shall be directed to U.S. EPA's RPM. Respondents shall submit to U.S. EPA four (4) copies, and to WDNR two (2) copies, of all documents, including plans, reports, and other correspondence, which are developed pursuant to this Order, and shall send these documents by overnight or certified mail. U.S. EPA's RPM is:

William Haubold
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd., HSRW-6J
Chicago, IL 60604
(312) 353-6261

U.S. EPA may designate an Alternate RPM at some time after the effective date of this Order. U.S. EPA will notify Respondent's Project Coordinator in writing in the event an Alternate RPM is designated.

WDNR's Project Manager is:

Larry Lester
Wisconsin Department of Natural Resources
P.O. Box 7921
101 South Webster Street
Madison, Wisconsin 53707

67. U.S. EPA has the unreviewable right to change its RPM or Alternate RPM. If U.S. EPA changes its RPM or Alternate RPM, U.S. EPA will inform Respondents in writing of the name, address, and telephone number of the new RPM.

68. U.S. EPA's RPM and Alternate RPM shall have the authority lawfully vested in an RPM and On-Scene Coordinator ("OSC") by the NCP, 40 C.F.R. Part 300. U.S. EPA's RPM or Alternate RPM shall have authority, consistent with the NCP, to halt any work required by this Order, and to take any necessary response action.

XVI. SITE ACCESS AND DOCUMENT AVAILABILITY

69. If the Site, the off-Site area that is to be used for access, property where documents required to be prepared or maintained by this Order are located, or other property subject to or affected by this response action, is owned in whole or in part by parties other than those bound by this Order, Respondents will obtain, or use their best efforts to obtain, site access agreements from the present owner(s), within sixty (60) days of

the effective date of this Order. Said agreements shall provide access for U.S. EPA, its contractors and oversight officials, the State and its contractors, and Respondents or Respondents' authorized representatives and contractors. Said agreements shall specify that Respondents are not U.S. EPA's representative with respect to liability associated with Site activities. Respondents shall save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action or other costs incurred by the United States including but not limited to attorneys fees and other expenses of litigation and settlement arising from or on account of acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order, including any claims arising from any designation of Respondents as U.S. EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Copies of such agreements shall be provided to U.S. EPA prior to Respondents' initiation of field activities. Respondents' best efforts shall include providing reasonable compensation to any off-Site property owner. If access agreements are not obtained within the time referenced above, Respondents shall immediately notify U.S. EPA of their failure to obtain access.

70. If Respondents cannot obtain the necessary access agreements, U.S. EPA may exercise its non-reviewable discretion and; (1) use its legal authorities to obtain access for the Respondents; (2) conduct response actions at the property in question; or (3) terminate this Order. If U.S. EPA conducts a response action and does not terminate the Order, Respondents shall perform all other activities not requiring access to that property. Respondents shall integrate the results of any such tasks undertaken by U.S. EPA into its reports and deliverables.

Respondents shall reimburse U.S. EPA, pursuant to section XX (reimbursement of response costs) of this Order, for all response costs (including attorney fees) incurred by the United States to obtain access for Respondents and/or to conduct response actions under this paragraph.

71. Respondents shall allow U.S. EPA, WDNR, and their authorized representatives and contractors to enter and freely move about all property at the Site and off-Site areas subject to or affected by the work under this Order or where documents required to be prepared or maintained by this Order are located, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondents and its representatives or contractors pursuant to this Order; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting tests as U.S. EPA or its authorized representatives or contractors deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to U.S. EPA by Respondents. Respondents shall allow U.S. EPA, WDNR, and their authorized representatives to enter the Site, to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Order. Nothing herein shall limit U.S. EPA's right of entry or inspection authority under federal law, and U.S. EPA retains all of its information gathering and enforcement authorities and rights under CERCLA, RCRA, and any other applicable statutes and regulations.

XVII. RECORD PRESERVATION AND AVAILABILITY

72. Within sixty (60) days after the effective date of this Order, Respondents shall submit a written certification to U.S. EPA that they have not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or

other information relating to their potential liability with regard to the Site since the time of their notification of potential liability by U.S. EPA or the State. Respondents shall not dispose of any such documents without prior approval by U.S. EPA. Upon U.S. EPA's request, Respondents shall make all such documents available to U.S. EPA and shall submit a log of any such documents claimed to be privileged for any reason. This privilege log shall list, for each document, the date, author, addressees (including courtesy copies or "cc"s and "bcc"s) and subject matter of the document.

73. Respondents shall provide to U.S. EPA upon request, copies of all documents and information within their or their contractors', subcontractors' or agents' possession or control relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, traffic routing, correspondence, or other documents or information. Respondents shall also make available to U.S. EPA their employees, agents, or representatives for purposes of investigation, information gathering or testimony concerning the performance of the work.

74. Until ten (10) years after U.S. EPA provides notice pursuant to paragraph 93 of this Order, Respondents shall preserve, and shall instruct their contractors and agents to preserve, all documents, records, and information of whatever kind, nature or description relating to the performance of the work. Upon the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90) days prior to the destruction of any such records, documents or information, and, upon request of the United States, Respondents shall deliver all such documents, records and information to U.S. EPA.

75. Respondents may assert a claim of business confidentiality covering part or all of the information submitted to U.S. EPA pursuant to the terms of this Order under 40 C.F.R. § 2.203, provided such claim is not inconsistent with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7) or other provisions of law. This claim shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and substantiated by Respondents at the time the claim is made. Information determined to be confidential by U.S. EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to U.S. EPA, it may be made available to the public by U.S. EPA or the State without further notice to the Respondents. Respondents shall not assert confidentiality claims with respect to any data or documents related to Site conditions, sampling, or monitoring.

76. Respondents shall maintain, for the period during which this Order is in effect, an index of documents that Respondents claim contain confidential business information ("CBI"). The index shall contain, for each document, the date, author, addressee, and subject of the document. Respondents shall submit an updated copy of the index to U.S. EPA with each new document(s) claimed to be CBI. The updated index shall also indicate any documents for which CBI claims have been withdrawn.

XVIII. DELAY IN PERFORMANCE

77. Any delay in performance of this Order according to its terms and schedules that in U.S. EPA's judgement is not properly justified by Respondents under the terms of this section shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondents' obligations to fully perform all obligations under the terms and conditions of this Order.

78. Respondents shall notify U.S. EPA of any delay or anticipated delay in performing any requirement of this Order.

Such notification shall be made by telephone to U.S. EPA's RPM or Alternate RPM within forty eight (48) hours after Respondents first knew or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Within seven (7) days after notifying U.S. EPA by telephone, Respondents shall provide written notification fully describing the nature of the delay, any justification for delay, any reason why Respondents should not be held strictly accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

XIX. ASSURANCE OF ABILITY TO COMPLETE WORK

79. Respondents shall demonstrate their ability to complete the Work required by this Order and to pay all claims that arise from the performance of the Work by obtaining and presenting to U.S. EPA within thirty (30) days after approval of the RD/RA Work Plan, one of the following: (1) a performance bond; (2) a letter of credit; (3) a guarantee by a third party; or (4) internal financial information to allow U.S. EPA to determine that Respondents have sufficient assets available to perform the Work, such as a demonstration that one or more of the Respondents satisfy the requirements of 40 CFR 264.143(8). Respondents shall demonstrate financial assurance in an amount no less than the estimate of cost for the remedial design and remedial action contained in the GWOU ROD for the Site. If Respondents seek to demonstrate ability to complete the remedial action by means of internal financial information, or by guarantee of a third party, they shall submit the information set forth in 40 CFR 264 Subpart H, they shall re-submit such information annually, on the anniversary of the effective date of this Order. If U.S. EPA

determines that such financial information is inadequate, Respondents shall, within thirty (30) days after receipt of U.S. EPA's notice of determination, obtain and present to U.S. EPA for approval one of the other three forms of financial assurance listed above.

80. At least seven (7) days prior to commencing any work at the Site pursuant to this Order, Respondents shall submit to U.S. EPA a certification that Respondents or their contractors and subcontractors have adequate insurance coverage or have indemnification for liabilities for injuries or damages to persons or property which may result from the activities to be conducted by or on behalf of Respondents pursuant to this Order. Respondents shall ensure that such insurance or indemnification is maintained for the duration of the work required by this Order.

XX. REIMBURSEMENT OF RESPONSE COSTS

81. Respondents shall reimburse U.S. EPA, upon written demand, for all Oversight Costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. U.S. EPA may submit to Respondents on a periodic basis an accounting of all Oversight Costs incurred by the United States with respect to this Order. U.S. EPA's Itemized Cost Summary Reports, or such other summary as may be certified by U.S. EPA, shall serve as the accounting and basis for payment demands.

82. Respondents shall, within thirty (30) days of receipt of each U.S. EPA accounting, remit a certified or cashier's check for the amount of those costs. Interest shall accrue from the later of the date that payment of a specified amount is demanded in writing or the date of the expenditure. The interest rate is the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13.

83. Checks shall be made payable to the "U.S. EPA Hazardous Substances Superfund" and shall include the name of the Site, the Site identification number (#J5), the account number and the title of this Order. Checks shall be forwarded to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Respondents shall send copies of each transmittal letter and check to the U.S. EPA's RPM.

XXI. UNITED STATES NOT LIABLE

84. The United States and U.S. EPA are not to be construed as parties to, and do not assume any liability for, any contract entered into by the Respondents to carry out any actions or activities pursuant to this Order. The proper completion of the work under this Order is solely the responsibility of the Respondents. The United States and U.S. EPA, by issuance of this Order, assume no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or their directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity required by this Order.

XXII. ENFORCEMENT AND RESERVATIONS

85. U.S. EPA reserves the right to bring an action against Respondents under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to this Order and not reimbursed by Respondents. This reservation shall include but not be limited to past costs, direct costs, indirect costs, the costs of oversight, the costs of compiling the cost documentation to support oversight cost demand, as well as accrued interest as provided in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

86. Notwithstanding any other provision of this Order, at any time during the response action, U.S. EPA may perform its own studies, complete the response action (or any portion of the response action) as provided in CERCLA and the NCP, and seek reimbursement from Respondents for its costs, or seek any other appropriate relief.

87. Nothing in this Order shall preclude U.S. EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, and/or additional remedial or removal actions as U.S. EPA may deem necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. § 9606(a), et seq., or any other applicable law. This Order shall not affect any Respondents' liability under CERCLA Section 107(a), 42 U.S.C. § 9607(a), for the costs of any such additional actions.

88. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, RCRA and any other applicable statutes or regulations.

89. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person for any liability it may have arising out of or relating in any way to the Site.

90. If a court issues an order that invalidates any provision of this Order or finds that Respondents has sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XXIII. ACCESS TO ADMINISTRATIVE RECORD

91. The Section 106 Administrative Record supporting the above Findings and Determinations is available for review on normal business days between the hours of 9:00 a.m. and 5:00 p.m. at the U.S. EPA, Region V, 77 West Jackson Boulevard Chicago, Illinois. An Index of the Administrative Record is attached hereto as Attachment 4.

XXIV. EFFECTIVE DATE AND TERMINATION

92. This Order shall become effective twenty (20) days after the Order is signed by U.S. EPA.

93. The provisions of this Order shall be deemed to be satisfied when U.S. EPA notifies Respondents in writing that Respondents have demonstrated, to U.S. EPA's satisfaction, that all terms of the Order have been completed. This notice shall not, however, terminate Respondents obligation to comply with section XVII of this Order (record preservation and availability).

XXV. NOTICE OF INTENT TO COMPLY

94. On or before June 19, 1995, Respondents must submit to U.S. EPA a written notice stating their unequivocal intention to comply with all terms of this Order. In the event any Respondent fails to timely provide said written notice of its unequivocal intention to comply with this Order, said Respondent shall be deemed to have refused to comply with this Order. A Respondent which fails to provide timely notice of its intent to comply with this Order shall thereafter have no authority to perform any response action at the Site, pursuant to Sections 104(a) and 122(e)(6) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(e)(6).

XXVI. PENALTIES

95. Each Respondent shall be subject to civil penalties under Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than \$25,000 for each day in which said Respondent violates, or fails

or refuses to comply with this Order without sufficient cause. In addition, failure to properly provide response action under this Order, or any portion hereof, may result in liability under Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at least equal to, and not more than three times the amount of any costs incurred by the Fund as a result of such failure to take proper action.

XKII. OPPORTUNITY TO COMMENT AND CONFER

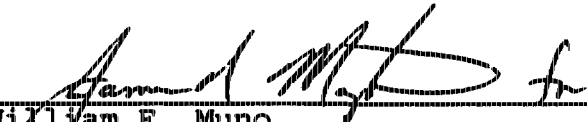
96. On or before the effective date of this Order, each Respondent may submit written comments to U.S. EPA. Respondents asserting a "sufficient cause" defense under § 106(b) of CERCLA shall describe the nature of the any "sufficient cause" defense using facts that exist on or prior to the effective date of this Order. The absence of a response by U.S. EPA shall not be deemed to be acceptance of Respondent's assertions.

97. Within ten (10) days after the date this Order is signed, Respondents may request a conference with the U.S. EPA to discuss this Order. If requested, the conference shall occur within 20 (twenty) days of the date this Order is signed, at the office of U.S. EPA, Region 5, in Chicago, Illinois, or at another location if agreed to by U.S. EPA.

98. This conference is not an evidentiary hearing and does not constitute a proceeding to challenge this Order. It does not give Respondents a right to seek review of this Order or to seek resolution of potential liability. No record of the conference (e.g. stenographic, tape or other physical record) will be made. At any conference held pursuant to Respondents' request, Respondents may appear in person or by an attorney or other representative. Requests for a conference must be by telephone followed by written confirmation mailed that same day to U.S. EPA's RPM.

ADMINISTRATIVE ORDER FOR MUSKEGO SANITARY LANDFILL SUPERFUND SITE

So Ordered, this 6TH day of June, 1995.

BY: 

William E. Muno
Director, Waste Management Division
U.S. Environmental Protection Agency, Region V

ATTACHMENT 1
RESPONDENTS TO UNILATERAL ADMINISTRATIVE ORDER
MUSKEGO SANITARY LANDFILL

1. Waste Management of Wisconsin, Inc.
2. Carl Wauer
3. Acme Galvanizing, Inc.
4. Aldrich Chemical Company, Inc.
5. Allen-Bradley Company, Inc.
6. Allied Signal Corporation
7. Ambrosia Chocolate Company
8. American Can Company
9. American Motors Corporation
10. Ameritech Services
11. Ampco Metal, Inc.
12. Amron Corporation
13. Beatrice Company
14. Beazer East, Inc.
15. Blackhawk Leather, Ltd.
16. Browning Ferris Industries of Wisconsin
17. Brunswick Corporation
18. Case Corporation
19. Caterpillar, Inc.
20. Cudahy Tanning Co., Inc.
21. General Electric Company
22. Giddings & Lewis
23. Grede Foundries, Inc.
24. Harley Davidson, Inc.
25. Harnischfeger
26. Hydrite Chemical Company
27. INRYCO
28. Law Tanning Company
29. Litton Industries, Inc.
30. Masco Corporation
31. Master Lock Company
32. McDermott, Inc.
33. Metals Transport Company, Inc.
34. Midwest Tanning
35. Milport Chemical Company
36. Milwaukee Tallow Company
37. Newell Company
38. Oil Gear Company
39. PPG Industries
40. PVL Limited Partnership
41. RAPCO Leather Company
42. Rexnord Corporation
43. RHI Holdings, Inc.
44. Ringier America, Inc.
45. RTE Corporation
46. St. Luke's Hospital
47. Starline Trucking Company
48. Sundstrand Corporation
49. Teledyne Wisconsin Motor
50. Trinity Memorial Hospital

51. VentureDyne, Ltd.
52. Vulcan Materials
53. Wayne Pigment Corp.
54. Western Publishing
55. Wisconsin Electric Power Company
56. ZPC Industrial Coatings, Inc.



7/18/95 e.s
(Chicago)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUN 06 1995

REPLY TO THE ATTENTION OF:

RE: Muskego Sanitary Landfill Superfund Site, (J5)
Unilateral Administrative Order
Remedial Design/Remedial Action

Dear Sir or Madam:

Enclosed please find a Unilateral Administrative Order issued by the U.S. Environmental Protection Agency under Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. § 9601, et seq.

Please note that the Order allows an opportunity for a conference if requested within 10 calendar days after issuance of the Order; and specifies a date and location for the conference. Also please note that the Order requires that the Respondents must submit to U.S. EPA a written notice stating their unequivocal intention to comply with all terms of the Order on or before June 15, 1995.

If you have any questions regarding the Order, feel free to contact Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562 or Bill Haubold, Remedial Project Manager, at (312) 353-6261.

Sincerely yours,


William E. Muno, Director
Waste Management Division

Enclosure

cc: Mark Giesfeldt
Wisconsin Department of Natural Resources

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

In The Matter Of:)

Muskego Sanitary Landfill)
Groundwater Operable Unit)
Muskego, Wisconsin)

Respondents Listed in Attachment 1)

Proceeding Under Section 106(a) of the)
Comprehensive Environmental Response,)
Compensation, and Liability Act of 1980,)
as amended (42 U.S.C. § 9606(a)))

V-W- '95-C-295

U.S. EPA
Docket No. _____

ADMINISTRATIVE ORDER
FOR REMEDIAL DESIGN AND REMEDIAL ACTION