

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 1 - NEW ENGLAND

Centredale
10.07
204619



SDMS DocID 000204619

IN THE MATTER OF:

Centredale Manor Restoration Project
Superfund Site

North Providence, Rhode Island

American Mineral Spirits Company, Brook
Village Associates Limited Partnership;
Centredale Manor Associates Limited
Partnership; Cranston Print Works
Company; CNA Holdings, Inc., Emhart
Industries, Inc., New England Container
Company, Inc., Sequa Corporation; The
Original Bradford Soap Works, Inc.; and
Teknor Apex Company.

Respondents

THIRD ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

U.S. EPA Region I
CERCLA Docket No. 01-2003-0073
Proceeding Under Sections 104, 106(a), and
122 of the Comprehensive Environmental
Response, Compensation, and Liability Act,
as amended, 42 U.S.C. §§ 9604, 9606(a),
9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent (“Order”) is entered into by the United States Environmental Protection Agency (“EPA”) and Respondents listed in Appendix A to this Order (“Respondents”). This Order provides for the performance of a removal action by Respondents at or in connection with the property located at 2072 and 2074 Smith Street in North Providence, Rhode Island, as well as other locations to which contamination from that area has come to be located or from which that contamination came, known as the “Centredale Manor Restoration Project Superfund Site” or the “Site.”

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a) and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), and 9622, as amended (“CERCLA”).

3. EPA has notified the State of Rhode Island of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondents recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Order do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the findings of fact, conclusions of law, determinations or statements in this Order or submissions made pursuant thereto. This Order does not and will not constitute any precedent for allocation of liability among the Respondents. Respondents agree to comply with and be bound by the terms of this Order and further agree that they will not contest the validity of this Order or its terms.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent’s responsibilities under this Order.

6. Performing Respondents are jointly and severally liable for carrying out all activities required by this Order to be carried out by Performing Respondents. Payment Respondents are jointly and severally liable for the Cash Payments required by Paragraph 46. In the event of the insolvency or other failure of any one or more Performing Respondents to implement the requirements of this Order, the remaining Performing Respondents shall complete all such requirements.

7. The Performing Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Order and comply with this Order. The Performing Respondents shall be responsible for any noncompliance with the performance of the Work required by this Order. Payment Respondents shall be responsible for making the Cash Payments required by this Order.

III. DEFINITIONS

8. 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 CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, 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. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall be the effective date of this Order as provided in Section XXIX.

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

e. "State of Rhode Island" shall mean the Rhode Island Department of Environmental Management ("RIDEM") and any successor departments or agencies of the State.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

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

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

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

j. "Payment Respondents" shall be those parties identified in Appendix B.

k. "Parties" shall mean EPA and Respondents.

l. "Performing Respondents" shall mean those parties identified in Appendix C.

- m. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).
- n. "Respondents" shall mean those Parties identified in Appendix A.
- o. "Section" shall mean a portion of this Order identified by a Roman numeral.
- p. "Site" shall mean the Centredale Manor Restoration Project Superfund Site, located at 2072 and 2074 Smith Street, North Providence, Rhode Island, and all areas where contamination from that source area has come to be located, or from which that contamination came.
- q. "State" shall mean the State of Rhode Island.
- r. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the removal action, as set forth in Appendix D to this Order, and any modifications made thereto in accordance with this Order.
- s. "Work" shall mean all activities Respondents are required to perform under this Order.

IV. EPA'S FINDINGS OF FACT

Background

9. The Centredale Manor Restoration Project Superfund Site is located in North Providence, Rhode Island. It consists of two parcels, 2072 and 2074 Smith Street (Plat 14, Lots 200 and 250, encompassing approximately 9.7 acres) as well as sediments and floodplain areas of the Woonasquatucket River from Route 44 southerly to the breached Allendale Dam and *further to an area just below the Lymansville Dam*. The Site consists of all contaminated areas within this area as well as any other location to which contamination from that area has come to be located, or from which that contamination came.

10. The Brook Village Apartments are located at 2072 Smith Street, and consist of an eleven story apartment building housing approximately 135 elderly residents. A series of three parking lots extend to the south of the building. The area around the building is landscaped with grass and ground cover, including a fenced-in interim soil cap next to the Woonasquatucket River. The parcel is bordered to the north by Route 44, to the west by the Woonasquatucket River, to the east by a tailrace, and to the south by 2074 Smith Street. A road allowing 2074 Smith Street access to Route 44 is located on the eastern portion of the parcel.

11. Centredale Manor Apartments are located at 2074 Smith Street, and consist of an eight-story apartment building housing approximately 200 elderly residents. There are two paved parking lots located to the north and west of the building. The area around the building is landscaped with grass ground cover. The building and parking lots are located on the northern end of the parcel. At the start of EPA's activities at the Site, the southern end of the peninsula

was heavily wooded. EPA activities at the Site resulted in the removal of trees in that portion of the Site and construction of a fenced-in interim soil cap. The southern end of the parcel is bordered by the Woonasquatucket River and a tailrace to the east and south. The northern end of the parcel borders 2072 Smith Street to the north, the Woonasquatucket River to the west, and a tailrace to the east. The parcel accesses Route 44 via a road running along the western portion of 2072 Smith Street.

12. Prior to 1936, the properties were occupied by Centredale Worsted Mills, a woolens manufacturing plant. Atlantic Chemical Company, a chemical manufacturer, began operating on a portion of the Site in approximately 1940. Atlantic Chemical Company changed its name in 1953 to Metro-Atlantic, Inc., and operated until the late 1960s or early 1970s. In the late 1960s or early 1970s, Metro-Atlantic, Inc., changed its name to Crown-Metro, Inc. The chemical company ceased operating in the early 1970s. New England Container Company operated a drum reconditioning facility on a portion of the Site from 1952 until the early 1970s. A major fire in the early 1970s destroyed most of the structures at the Site. Evidence suggests that the operations of the chemical companies and the drum reconditioning facility at the Site resulted in releases and threats of releases of hazardous substances at the Site.

13. Centredale Manor Associates Limited Partnership is a current owner of a portion of the Site, through its purchase of 2074 Smith Street on March 18, 1982. Brook Village Associates Limited Partnership is a current owner of a portion of the Site, through its purchase of 2072 Smith Street on October 19, 1976. New England Container Company, Inc., formerly operated at the Site. Emhart Industries, Inc., is a successor of certain assets and liabilities of the chemical companies which operated at the Site. American Mineral Spirits Company, CNA Holdings, Inc., Cranston Print Works Company, The Original Bradford Soap Works, Inc., Sequa Corporation, and Teknor Apex Company are alleged generators of hazardous substances found at the Site.

14. From approximately the 1970s to approximately 1986, RIDEM was involved in the inspection of the Site as well as oversight of response actions taken by others at the Site. Hundreds of drums were observed by RIDEM representatives at the Site, some of which were visibly smoking. Some of these drums contained hazardous waste materials requiring disposal, other (empty) drums were crushed and disposed of as non-hazardous. RIDEM also directed that soil unearthed at the Site be disposed of at a solid waste landfill.

15. In November 1981, a Notice of Violation and Order was issued by RIDEM to the then-property owners (Joseph Buonanno and Edward Ricci) for violations of the State Hazardous Waste Management Act requiring the property owners to immediately identify all hazardous material on site, then dispose of all hazardous wastes off-site.

16. In August 1986, EPA's contractors conducted a Preliminary Assessment ("PA") of the Centredale Manor property. The PA recommended a Screening Site Inspection, which was completed in October 1990. Soil sample analysis detected several VOCs and SVOCs, pesticides, and two PCB congeners (Aroclors 1242 and 1254).

17. In 1996, as part of the EPA Providence Urban Initiative Program, fish and eel tissue samples from the Woonasquatucket watershed were analyzed. This led to a joint advisory from the Rhode Island Department of Health and EPA against eating fish and eels from the Woonasquatucket River, due to PCB, mercury, and dioxin contamination concerns.

18. In June 1998, EPA initiated an Expanded Site Inspection (“ESI”) of the Centredale Manor property. The ESI assessed the extent of contamination in areas of possible human exposure, the potential source areas to be located up-river from the Centredale Manor property, and the presence of dioxin/furan and hexachloroxanthene contamination on the Centredale Manor property.

19. Acting on a verbal approval of funding, EPA initiated a removal action (including sampling and placement of temporary fencing around contaminated surface soil) in January 1999. An Action Memorandum documenting this verbal approval, and authorizing additional activities was issued on May 4, 1999. The additional activities included: site clearing; sampling activities; the erection of permanent fencing; and community outreach.

20. On September 13, 1999, an Action Memorandum was issued which changed the scope of the ongoing removal activities and authorized the expenditure of additional funds. The removal activities approved in the September Action Memorandum included: designing and implementing a Flood Evaluation Study of the Site and surrounding area; designing and implementing interim soil caps for specific areas of the Site; and reconstruction of the former tailrace at the eastern edge of the Site.

21. In 1999, EPA began conducting Remediation Investigation (“RI”) activities at the Site. These activities include: biota, sediment, vapor-diffusion, surface water and soil sampling and analyses at the Site (including the reference areas and floodplain areas from Route 44 southerly to Manton and Dyerville reaches of the Woonasquatucket River).

22. On September 15, 1999, EPA mailed Notice of Potential Liability letters to three potentially responsible parties (“PRPs”): Brook Village Associates Limited Partnership; Centredale Manor Associates Limited Partnership; and New England Container Company, Inc.

23. On November 26, 1999, EPA issued a proposed Administrative Order on Consent (“AOC”) for remedial investigation/feasibility study (“RI/FS”) activities to Brook Village Associates Limited Partnership and Centredale Manor Associates Limited Partnership-the two parties who indicated a willingness to participate in Site activities after receiving General Notice letters. These negotiations were unsuccessful.

24. On December 2, 1999, EPA issued a proposed Administrative Order on Consent (“AOC”) for time-critical removal activities to Brook Village Associates Limited Partnership and Centredale Manor Associates Limited Partnership. These negotiations were unsuccessful.

25. On February 3, 2000, EPA issued a letter to the three PRPs requesting that they voluntarily perform or finance an Engineering Evaluation/Cost Analysis (“EE/CA”) for a portion

of the Site. The parties declined to negotiate. The EE/CA was completed in September 2000, and the public comment period was held in October/November 2000.

26. On February 28, 2000, EPA mailed two additional Notice of Potential Liability letters to Emhart Industries, Inc. and Crown- Metro, Inc. Negotiations with these two PRPs, as well as the three PRPs previously named, to perform or fund the remaining time-critical removal activities at the Site were not successful.

27. The Site was placed on the National Priorities List ("NPL") on March 6, 2000.

28. On April 12, 2000, EPA issued a Unilateral Administrative Order ("UAO") to the five PRPs at the Site, ordering the parties to complete time-critical removal activities at the Site (completion of the second interim soil cap, and implementation of certain flood control measures). All five PRPs complied with the UAO. EPA approved the PRPs' Completion of Work Report on September 11, 2000.

29. On April 27, 2000, EPA issued a letter to all five PRPs requesting that they indicate their interest in completing the RI/FS at the Site, and reimbursing EPA for its past costs at the Site. These negotiations were unsuccessful and EPA is continuing work on the RI/FS.

30. On June 1, 2000, a second Action Memorandum was issued which changed the scope of the ongoing removal activities, authorized the expenditure of additional funds, and granted a 12-month exemption for a continued removal action. The change in scope primarily concerned the transition of certain time-critical removal activities to non-time critical removal activities. The Action Memorandum also noted that the second interim soil cap and certain flood control measures would be performed by PRPs at the Site pursuant to a UAO.

31. On January 18, 2001, EPA issued an Action Memorandum to mitigate the human health threats posed by dioxin and other hazardous substances released at the Site by removing contaminated soils and sediments from properties subject to residential and recreation use located in the floodplain of the Woonasquatucket River southerly from Route 44 to an area just below the Lymansville Dam and by restoring the Allendale Dam to minimize further migration of contaminated sediment in the River.

32. On March 26, 2001, EPA issued a Second UAO to the five PRPs at the Site, ordering the parties to implement the non-time-critical removal action in accordance with the January 18, 2001 Action Memorandum. The Allendale Dam restoration was completed in February, 2002. Activities associated with the removal of contaminated soil are on-going.

33. On May 16, 2002, EPA mailed a Notice of Potential Liability letter to Bernard V. Buonanno, Sr.

34. On March 3, 2003, EPA mailed Notice of Potential Liability letters to eleven PRPs: American Hoechst Corporation, American Mineral Spirits Company, Ciba Geigy, Cranston Print Works Company, Eastern Color and Chemical Company, Eastern Smelting, Organic Dyestuffs Corporation, The Original Bradford Soap Works, Inc., Warwick Chemical

Company, T.H. Baylis, Co., and Teknor Apex Company. EPA mailed an additional Notice of Potential Liability letter to Refinity Corporation on March 31, 2003.

35. By letter dated May 5, 2003, EPA requested the PRPs to participate in an Administrative Order on Consent for a Removal Action to complete time critical removal activities in the tailrace portion of the Site.

Endangerment

36. The conditions present at the facility constitute an imminent and substantial endangerment to public health, welfare, or the environment. Factors that may be considered are set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended, 40 C.F.R. Part 300 ("NCP").

- a. **“Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants;” [§300.415(b)(2)(i)].**

There are elevated levels of numerous substances in surface soils, sub-surface soils, and sediments in proximity to residential areas at the Site. Contaminated soils have been identified within fifty feet of the Centredale Manor apartments and in wetlands immediately adjacent to a residential neighborhood. Levels of dioxin up to 140 ppb and PCBs up to 1300 ppm along with several other chemicals have been identified in soil samples from the Site. Analysis of fish and eel tissue samples collected in the Woonasquatucket River indicate that dioxin is present in these animals and the food chain. In a Health Consultation (June 07, 1999) and a Record of Activity (March 19, 1999), the Agency for Toxic Substances and Disease Registry has recommended that EPA take actions to reduce exposure at the Site.

EPA's earlier time critical removal activities included placing fences as interim measures in the areas of surface soil contamination that are the subject of this removal action.

- b. **“High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate;” [§300.415(b)(2)(iii)].**

High levels of hazardous substances have been found in soils largely at or near the surface at the Site that will be subject to this removal action. These soils are in the areas subject to erosion by runoff as well as periodic flooding. Erosion and flooding appear to have caused the contaminated soil to migrate, since elevated levels of hazardous substances have been found in Woonasquatucket River sediments located in the downstream portion of the Site.

- c. **“Actual or potential contamination of drinking water supplies or sensitive ecosystems;”** [§300.415(b)(2)(ii)].

Dioxin, PCBs and other contaminants have been identified at elevated levels in wetlands, surface soils and flood plain soil samples that will be subject to this removal action. Wetlands, sediments and flood plains are sensitive ecosystems.

- d. **“Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;”** [§300.415(b)(2)(v)].

Heavy rainfall may produce significant flooding of the Woonasquatucket River and its floodplain. These conditions have caused and will continue to cause the migration of contaminants and deposition of contaminants in the floodplain further downstream. The tailrace area subject to this removal action is a continuing source of contamination through erosion and flooding.

- e. **“The availability of other appropriate federal or state response mechanisms to respond to the release;”** [§300.415(b)(2)(vii)].

The RIDEM has indicated that funding and staffing limitations will restrict their ability to respond to this situation. There are no other known federal or state funds or response mechanisms available to finance this action. Conditions at the Site support removal actions as described in the NCP.

- f. **“Other situations or factors that may pose threats to public health or welfare or the environment.”** [§300.415(b)(2)(viii)].

Public access to the contaminated surface soils is restricted by fencing to reduce exposure via contact and incidental ingestion. Migration of the contaminants will continue to pose a human health and environmental threat until addressed by the action proposed in this Order.

37. The following table identifies the highest concentrations of some of the chemical compounds detected by EPA in soil samples collected at the Site:

CHEMICAL COMPOUND	HIGHEST CONCENTRATION (in parts per billion - ppb)
2,3,7,8 -Tetrachlorodibenzo- <i>p</i> -Dioxin	140
PCBs	1,300,000
1,2-dichlorobenzene	2,800,000
Benzene	480,000
Chlorobenzene	1,000,000
Tetrachloroethene	1,700,000
Trichloroethene	2,400,000
Cadmium	180,000

Lead	3,160,000
Manganese	6,420,000
Aluminum	16,100,000
Antimony	27,800
Arsenic	49,300
Cadmium	180,000
Chromium	472,000
Copper	934,000
Mercury	7,400
Silver	35,500
Vanadium	72,500

38. The following table represents some of the dangers to human health associated with each of the hazardous substances found on-site, as well as the potential routes of human exposure to these wastes:

HAZARDOUS SUBSTANCE	ROUTE(S) OF EXPOSURE	POTENTIAL HUMAN HEALTH EFFECTS
2,3,7,8 - Tetrachloro-dibenzo-p-Dioxin	inhalation; skin absorption; ingestion; skin and/or eye contact	irritated eyes, skin, and mucous membranes; chloracne; porphyria; gastrointestinal disturbances; possible reproductive problems; teratogenic effects The World Health Organization has classified dioxin as a human carcinogen
PCBs	inhalation; skin absorption	irritated eyes; chloracne; liver damage; reproductive problems
1,2-dichlorobenzene	inhalation; skin absorption; ingestion; skin and/or eye contact	irritated eyes and nose; liver and kidney damage; skin blisters
benzene	inhalation; skin absorption; ingestion; skin and/or eye contact	irritated eyes, skin, nose and respiratory system; giddiness; headache; nausea; staggered gait; fatigue; anorexia; lassitude; dermatitis; bone marrow depression The U.S. Department of Health and Human Services has designated benzene as a known human carcinogen
chlorobenzene	inhalation; ingestion; skin and/or eye contact	irritated eyes, skin, nose; drowsiness, incoordination; central nervous system depression
tetrachloroethene	inhalation; skin absorption; ingestion; skin and/or eye contact	irritated eyes and skin; vertigo; dizziness; incoordination; headache, somnolence; skin erythema; liver damage

trichloroethene	inhalation; skin absorption; ingestion; skin and/or eye contact	irritates eyes and skin; headache; vertigo; visual disturbance; fatigue; giddiness; tremors; somnolence; nausea; vomiting; dermatitis; cardiac arrhythmia; paresthesia; liver injury
cadmium	inhalation; ingestion	pulmonary edema; dyspnea; cough; chest tightness; substernal pain; headache; chills; muscle aches; nausea; vomiting; diarrhea; anosmia, emphysema; proteinuria; mild anemia
lead	inhalation; ingestion; skin and/or eye contact	[NOTE: THESE SYMPTOMS ARE MORE PRONOUNCED IN CHILDREN] weakness; lassitude insomnia; facial pallor; anorexia; weight loss; constipation; abdominal pain; colic; anemia; gingival lead line; tremors; paralysis of the wrist and ankles; encephalopathy; kidney disease; irritated eyes; hypotension
manganese	inhalation; ingestion	Parkinson's; asthenia; insomnia; mental confusion; metal fume fever: dry throat, cough, chest tightness, dyspnea, rales flu-like fever; lower back pain; vomiting; malaise; fatigue; kidney damage
aluminum	inhalation; ingestion; skin and/or eye contact	irritated eyes, skin and respiratory system
antimony	inhalation; skin and/or eye contact	irritated eyes, skin, nose, throat, mouth; cough; dizziness; headache; nausea; vomiting; diarrhea; stomach cramps; insomnia; anorexia; unable to smell properly
arsenic	inhalation; skin absorption; ingestion; skin and or eye contact	ulceration of nasal septum; dermatitis, gastrointestinal disturbances; peripheral neuropathy; respiratory irritation; hyperpigmentation of skin The U.S. Department of Health and Human Services has designated arsenic as a known human carcinogen
cadmium	inhalation; ingestion	pulmonary edema; dyspnea; cough; chest tightness; substernal pain; headache; chills; muscle aches; nausea; vomiting; diarrhea; anosmia; emphysema; proteinuria; mild anemia
chromium	inhalation; ingestion; skin and/or eye contact	irritated eyes and skin; lung fibrosis
copper	inhalation; ingestion; skin and/or eye contact	irritated eyes, nose, pharynx; nasal perforation; metallic taste; dermatitis

mercury	inhalation; skin absorption; ingestion; skin and/or eye contact	irritated eyes and skin; cough, chest pain, dyspnea, bronchial pneutis; tremors; insomnia; irritability; indecision; headache; fatigue; weakness; stomatitis; salivation; gastrointestinal disturbance; anorexia; weight loss; proteinuria
silver	inhalation; ingestion; skin and/or eye contact	blue-gray eyes; nasal septum, throat and skin irritation, ulceration skin; gastrointestinal disturbance
vanadium	inhalation; ingestion; skin and/or eye contact	irritated eyes, skin and throat; green tongue; metallic taste; eczema; cough; fine rales; wheezing; bronchitis; dyspnea

39. Analysis of soils, sediments, wetlands and flood plain samples at the Site indicated elevated levels of hazardous substances, pollutants or contaminants, including 2,3,7,8-Tetrachlorodibenzo-p-Dioxin (“dioxin”), polychlorinated biphenyls (“PCBs” or “Aroclors”), polycyclic aromatic hydrocarbons (“PAHs”), including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene, metals (including antimony, arsenic, chromium, lead, and manganese), and several Volatile Organic Compounds (“VOCs”) and Semi-Volatile Organic Compounds (“SVOCs”).

40. In the spring and summer of 2002, as part of a non-time critical removal action, samples for dioxin analysis were collected in the former tailrace behind the Centredale Manor, on the eastern embankment which also abuts residential-use properties. The area had not been previously extensively characterized. Levels of dioxin up to 128 ppb were found at depths to 3 feet, with results in surface samples as high as 40 ppb. EPA and the Army Corps of Engineers (“ACOE”) also investigated the surface hydrology of the former tailrace, which indicated that significant drainage run-off flows enter the former tailrace during storm events. The soils and sediments are accessible to residential and recreational users.

41. A portion of the Site (the tailrace) is adjacent to or includes the Centredale Manor property and a number of residential and commercial-use properties, and is immediately upstream of the Allendale Pond. The tailrace is one of the remaining source areas of contamination at the Site. Additional risk information relating to the specific area of the tailrace addressed by this response action is explained in Paragraph 36. The removal action is a continuing response to reduce the potential for migrations of, and direct contact with, dioxin, PCBs, PAHs, VOCs and SVOCs in contaminated surface soils, sub-surface soils and exposed sediments at the Site, and further, to address the potential migration of contaminants by moderating the impact of flood conditions at the Site.

42. EPA/OSWER Directive 9200.4-26, Memorandum – Approach for Addressing Dioxin in Soil at CERCLA and RCRA Sites, April 13, 1998, was considered in developing interim cleanup goals for dioxin at this Site. The work contemplated by Appendix D will reduce risks from exposure to contaminants in the area of concern.

43. The reconstruction of the tail-race, including a cap over contaminated soil and sediment, and construction of a drainage swale in the tailrace will help prevent the migration of contaminants through erosion and flooding.

44. This removal action is based on documents and data which will be available to the public in the Administrative Record, to be available for public review within 60 days of the inception of these proposed actions, as described in the National Contingency Plan (40 C.F.R. 300.415(m)(i)).

V. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS

45. Based on the Findings of Fact set forth above, EPA has determined that:

a. The Centredale Manor Restoration Project Superfund Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

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

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

e. The conditions described in Paragraphs 36 through 43 of the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Order is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. ORDER

WHEREAS, based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, and without admission of any factual or legal allegations or any liability or violation of law, it is hereby ORDERED and AGREED as follows:

46. The Payment Respondents, as identified on Appendix B, shall pay prior to the Effective Date an amount equal to \$210,000 (the "Cash Payment") with payments by each of \$35,000 (thirty-five thousand dollars) into an escrow account to be established by the Performing Respondents for performance of the Work by the Performing Respondents pursuant to this Order.

Except as provided in Paragraph 6, these payments shall be the sole obligations of the Payment Respondents for performance of the Work under this Order.

47. The Performing Respondents shall perform the following Work in accordance with the terms of this Order.

48. Any potentially responsible party who seeks to participate in the Order after the Effective Date shall do so on terms agreed to by the Performing Respondents and EPA.

**VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR,
AND ON-SCENE COORDINATOR**

49. The Performing Respondents shall retain one or more contractors to perform the Work and shall notify EPA of the name and qualifications of such contractor within seven (7) days of the Effective Date. The Performing Respondents shall also notify EPA of the name and qualifications of any other contractor or subcontractor retained to perform the Work at least seven (7) days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by the Performing Respondents. If EPA disapproves of a selected contractor, the Performing Respondents shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within five (5) days of EPA's disapproval.

50. Within seven (7) days after the Effective Date, Performing Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Performing Respondents required by this Order and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Performing Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within five (5) days following EPA's disapproval. Receipt by Performing Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by all Performing Respondents.

51. EPA has designated Edward Bzenas of the Emergency Planning and Response Branch, Region I, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Order, the Performing Respondents shall direct all submissions required by this Order to the OSC at the U.S. Environmental Protection Agency, Region I, One Congress Street, Suite 1100, Mail Code HBR, Boston, Massachusetts 02114-2023.

52. EPA and the Performing Respondents shall have the right, subject to Paragraph 50, to change their respective designated OSC or Project Coordinator. The Performing Respondents shall notify EPA five (5) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

53. The Performing Respondents shall perform the actions necessary to implement the Statement of Work which is included as Appendix D to this Order and generally includes: (1) control of storm drain runoff and sedimentation entering the tailrace; and (2) construction and short-term maintenance of a protective cap over the tailrace area, pursuant to Paragraph 58.

Plans and Implementation

54. **Work Plan.**

a. Within fourteen (14) days after the Effective Date, the Performing Respondents shall submit to EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 53. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order.

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, the Performing Respondents shall submit a revised draft Work Plan within seven (7) days of receipt of EPA's notification of the required revisions. The Performing Respondents shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Order.

c. The Performing Respondents shall not commence any Work except in conformance with the terms of this Order. The Performing Respondents shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval pursuant to Paragraph 54(b).

55. **Health and Safety Plan.**

Within seven (7) days after the Effective Date, the Performing Respondents shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Order. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. The Performing Respondents shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

56. **Construction Quality Assurance**

The Performing Respondents shall submit a Construction Quality Assurance Plan ("CQAP") with the Work Plan required in Paragraph 54. The CQAP shall detail the testing and inspections required to assure that the purchase and installation of specified materials are in conformance with the project plans and specifications. The CQAP shall include references to

standard test methods customarily employed in the construction of similar work (such as those produced by the American Society of Testing Materials (“ASTM”)). The frequency of testing and inspections along with acceptance criteria for each test or inspection shall also be specified.

57. Community Relations Support Plan.

Within seven (7) days after the Effective Date, the Performing Respondents shall provide to EPA a Community Relations Support Plan, the objective of which is to ensure and specify support activities for the community relations efforts of EPA.

58. Post-Removal Site Control.

In accordance with the Work Plan schedule, or as otherwise directed by EPA, the Performing Respondents shall submit a proposal for post-removal site control consistent with Section 300.415(I) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Performing Respondents shall implement such controls until June 30, 2005.

59. Reporting.

a. The Performing Respondents shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order every thirtieth (30th) day after the date of receipt of EPA’s approval of the Work Plan until termination of this Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. The Performing Respondents shall submit four (4) copies of all plans, reports or other submissions required by this Order, the Statement of Work, or any approved work plan. Upon request by EPA, the Performing Respondents shall submit such documents in electronic form.

c. The Performing Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice that the property is subject to this Order to the transferee and written notice to EPA and the State of the proposed conveyance, including the name and address of the transferee. The Performing Respondents who own or control property at the Site also agree to require that their successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

60. Final Report.

Within forty five (45) days after completion of all Work required by this Order, Performing Respondents shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Order. The final report shall conform with the requirements set forth in Section 300.165 of the NCP entitled “OSC Reports.” The final report shall include a

listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

“Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

61. EPA Approval of Plans and Other Submissions.

After review of any plan, report or other item which is required to be submitted for approval pursuant to this Order, EPA, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Performing Respondents modify the submission; or (e) any combination of the above. Provided, however, EPA may modify, or require the modification of, the submission pursuant to this Order only to the extent such modifications are materially consistent with Appendix D.

62. In the event of approval, approval with conditions, or modification by EPA pursuant to Paragraph 61(a), (b), or (c), the Performing Respondents shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA unless the Performing Respondents invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure deficiencies pursuant to Paragraph 61 and the submission has a material defect, EPA retains its right to seek stipulated penalties under this Order.

63. Resubmission of Plans. Upon receipt of a notice of disapproval pursuant to Paragraph 61(d), the Performing Respondents shall, within 14 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission shall accrue during the 14 day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect.

64. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 61(d), the Performing Respondents shall proceed, at the direction of EPA, to take any action required by any non-disapproved portion of the submission. Implementation of any non-disapproved portion of a submission shall not relieve Performing Respondents of any liability for stipulated penalties under this Order for the disapproved portion.

65. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Performing Respondents to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item, provided, however, that such modifications or developments must be materially consistent with Appendix D. Performing Respondents shall implement any such plan, report, or item as modified or developed by EPA, unless the Performing Respondents invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution).

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

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

68. Off-Site Shipments.

a. The Performing Respondents shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

1. The Performing Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. The Performing Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

2. The identity of the receiving facility and state will be determined by the Performing Respondents following the award of the contract for the removal action. The Performing Respondents shall provide the information required by Paragraphs 68(a) and (b) as

soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances from the Site to an off-site location, the Performing Respondents shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. The Performing Respondents shall only send hazardous substances from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

69. If the Site, or any other property where access is needed to implement this Order, is owned or controlled by any of the Performing Respondents, such Performing Respondents shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order.

70. Where any action under this Order is to be performed in areas owned by or in possession of someone other than the Performing Respondents, Performing Respondents shall use their reasonable efforts to obtain all necessary access agreements within fourteen (14) days after the Effective Date, or at a later date as specified in writing by the OSC. The Performing Respondents shall immediately notify EPA if after using their reasonable efforts they are unable to obtain such agreements. Performing Respondents shall describe in writing their efforts to obtain access. EPA may then assist Performing Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. EPA reserves the right to bring an action to recover any costs and attorney's fees incurred in obtaining such access, in accordance with Section XIX (Reservation of Rights By EPA).

71. Notwithstanding any provision of this Order, EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

72. Respondents shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents 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, sample traffic routing, correspondence, or other documents or information related to the Work. The Respondents shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

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

74. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide EPA and the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no final documents, reports or other information submitted pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

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

XI. RECORD RETENTION

76. Until 10 years after Performing Respondents' receipt of EPA's notification pursuant to Section XXVII (Notice of Completion), each Performing Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Performing Respondents' receipt of EPA's notification pursuant to Section XXVII (Notice of Completion), Performing Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

77. Prior to the conclusion of this document retention period, and upon request by EPA or the State, the Performing Respondents shall deliver any such records or documents to EPA or the State. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA or the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document,

record, or information; and 6) the privilege asserted by Respondents. However, no final documents, reports or other information submitted pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

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

XII. COMPLIANCE WITH OTHER LAWS

79. The Performing Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (“ARARs”) under federal environmental or state environmental or facility siting laws. The ARARs to be attained, if any, shall be identified in the Work Plan subject to EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

80. In the event of any action or occurrence during performance of the Work which causes or threatens a release of a hazardous substance from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, the Performing Respondents shall immediately take all appropriate action. The Performing Respondents shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. The Performing Respondents shall also immediately notify the OSC or, in the event of his unavailability, the Regional Duty Officer, Emergency Planning and Response Branch, EPA Region I, at (617) 723-8928, and the National Response Center at (800) 424-8802 of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, EPA reserves the right to bring an action to recover such costs, in accordance with Section XIX (Reservation of Rights By EPA).

81. The Performing Respondents shall submit a written report to EPA within 7 days after any such release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

82. The OSC shall be responsible for overseeing the Performing Respondents' implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. DISPUTE RESOLUTION

83. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. EPA and the Performing Respondents shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

84. If the Performing Respondents object to any EPA action taken pursuant to this Order, they shall notify EPA in writing of their objections within seven (7) days of such action, unless the objection has been resolved informally. EPA and Performing Respondents shall have fourteen (14) days from EPA's receipt of the Performing Respondents' written objection to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended upon agreement by the EPA and the Performing Respondents.

85. Any agreement reached by EPA and the Performing Respondents pursuant to this Section shall be in writing and shall, upon signature by both EPA and the Performing Respondents, be incorporated into and become an enforceable part of this Order. If EPA and the Performing Respondents are unable to reach an agreement within the Negotiation Period, the Performing Respondents or EPA may, by providing notice in writing, request the employment of a neutral mediator to be selected in accordance with EPA guidance on the use of Alternative Dispute Resolution. The Performing Respondents and EPA shall, in the first instance, consider employing EPA's in house mediator. Such mediation shall be non-binding and shall no last longer than 30 days from the date of selection of the mediator unless extended by written agreement of EPA and Performing Respondents. If neither party requests mediation, or the dispute is not resolved at the end of the mediation period, an EPA management official at the branch chief level or higher will issue a written decision on the dispute to Performing Respondents. If the Performing Respondents and EPA agree to change any EPA action or no agreement is reached and EPA issues its final position on the dispute, the Performing Respondents shall begin to implement the activities required by the EPA decision no later than 15 days after agreement is reached or after receipt of EPA's final position.

XVI. FORCE MAJEURE

86. The Performing Respondents agree to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of the Performing Respondents, or of any entity controlled by the Performing Respondents, including but not limited to their contractors and subcontractors, that delays or

prevents performance of any obligation under this Order despite the Performing Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

87. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure* event, the Performing Respondents shall notify EPA orally within seven (7) days of when Respondents first knew that the event would cause a delay. Within seven (7) days thereafter, the Performing Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Performing Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Performing Respondents, such event may cause or contribute to an endangerment, to public health, welfare or the environment.

88. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligations that are not affected by the *force majeure* event. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify the Performing Respondents in writing of its decision. Upon receipt of the notice from EPA, Performing Respondents shall have an opportunity to pursue Dispute Resolution according to Section XV of this Order. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify the Performing Respondents in writing of the length of the extension for performance of the obligations affected by the *force majeure* event.

XVII. STIPULATED PENALTIES

89. The Performing Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 90 and 91 for failure to comply with the requirements of this Order specified below, unless excused under Section XVI (*Force Majeure*). "Compliance" by the Performing Respondents shall include completion of the activities under this Order or any work plan or other plan approved under this Order identified below in accordance with all applicable requirements of law, this Order, the SOW, and any plans or other documents approved by EPA pursuant to this Order and within the specified time schedules established by and approved under this Order.

90. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with the milestones identified in Paragraph 90(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
--------------------------------------	--------------------------------

\$250	1st through 4 th day
\$500	5th through 30th day
\$1,000	31st day and beyond

b. Compliance Milestones: Deadlines for Commencing Work, and Completing Work, shall be specified in the Work Plan.

91. Stipulated Penalty Amounts - Reports.

The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Paragraphs 54 through 60:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$100	1st through 4th day
\$250	5th through 30th day
\$500	31st day and beyond

92. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies the Performing Respondents of any deficiency; and 2) with respect to an agreement reached or a final position issued pursuant to Section XV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that an agreement is reached or a final position is issued regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

93. Upon EPA's determination that the Performing Respondents have failed to comply with a requirement of this Order, EPA shall give the Performing Respondents written notification of the failure and describe the noncompliance without unreasonable delay. EPA may send the Performing Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Performing Respondents of a violation.

94. All penalties accruing under this Section shall be due and payable to EPA within 30 days of the Performing Respondents' receipt from EPA of a demand for payment of the penalties, unless Performing Respondents invoke the dispute resolution procedures under Section XV (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to EPA Region I, Attn: Superfund Accounting, P.O. Box 360197 M, Pittsburgh, PA 15251, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 016P, the EPA Docket Number 01-2003-0073, and the name and address

of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letters, shall be sent to EPA as provided in Paragraph 51, and to Eve Vaudo, EPA Enforcement Counsel, U.S. Environmental Protection Agency, Region I, One Congress Street, Suite 1100, Mail Code SES, Boston, Massachusetts 02114-2023.

95. The payment of penalties shall not alter in any way the Performing Respondents' obligation to complete performance of the Work required under this Order.

96. Penalties shall continue to accrue during any dispute resolution period, pursuant to Paragraph 92, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's final position.

97. If the Performing Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. The Performing Respondents shall pay Interest on the, unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 93. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Performing Respondents' violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XVIII. COVENANT NOT TO SUE BY EPA

98. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against Respondents pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606 for performance of the Work. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete performance by Respondents of all obligations under this Order. This covenant not to sue extends only to Respondents and does not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

99. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it

deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

100. The covenant not to sue set forth in Section XVIII above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- Order;
- a. claims based on a failure by Respondents to meet a requirement of this Order;
 - b. liability for costs incurred or to be incurred by EPA at the Site;
 - c. liability for performance of response actions other than the Work;
 - d. criminal liability;
 - e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
 - f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
 - g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

101 Work Takeover.

In the event EPA determines that the Performing Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portions of the Work as EPA determines necessary. The Performing Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. EPA reserves the right to bring an action to recover any costs incurred by the United States in performing the Work pursuant to this Paragraph, in accordance with Section XIX (Reservation of Rights By EPA). Notwithstanding any other provision of this Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANT NOT TO SUE BY RESPONDENTS

102. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work or this Order, as follows:

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

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

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

103. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 100 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

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

XXI. OTHER CLAIMS

105. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

106. Except as expressly provided in Section XVIII (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

107. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXII. CONTRIBUTION PROTECTION

108. The Parties agree that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order. The "matters addressed" in this Order are the Work. Nothing in this Order precludes the United

States or Respondents from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XXIII. INDEMNIFICATION

109. Performing Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Performing Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Order. In addition, Performing Respondents agree to pay the United States all costs incurred by the United States, including, but not limited to, reasonable attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Performing 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. The United States shall not be held out as a party to any contract entered into by or on behalf of Performing Respondents in carrying out activities pursuant to this Order. Neither Performing Respondents nor any contractor shall be considered an agent of the United States.

110. The United States shall give Performing Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Performing Respondents prior to settling such claim.

111. Performing Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Performing Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Performing Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Performing Respondents and any person for performance of Work pursuant to this Order, including, but not limited to, claims on account of construction delays.

XXIV. INSURANCE

112. At least 7 days prior to commencing any on-Site work under this Order, the Performing Respondents shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of one (1) million dollars, combined single limit. Within the same time period, the Performing Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Order, the Performing Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of the Performing Respondents in furtherance of this Order. If the Performing

Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then the Performing Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXV. FINANCIAL ASSURANCE

113. Within 30 days of the Effective Date, Performing Respondents shall establish an account in the amount of \$437,000, including the Cash Payments by the Payment Respondents, for the performance of the Work pursuant to this Order. The depletion of funds in this account does not excuse Performing Respondents' obligations under this Order.

XXVI. MODIFICATIONS

114. The OSC and the Respondents may make mutually agreed upon modifications to any plan or schedule or Statement of Work in writing or by oral direction. Any mutually agreed upon oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

115. If the Performing Respondents seek permission to deviate from any approved work plan or schedule or Statement of Work, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. The Performing Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 114.

116. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by the Performing Respondents shall relieve Performing Respondents of their obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXVII. NOTICE OF COMPLETION OF WORK

117. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including post removal site controls, pursuant to Paragraph 58, or record retention, EPA will provide written notice to the Performing Respondents. If EPA determines that any such Work has not been completed in accordance with this Order, EPA shall notify Performing Respondents, provide a list of the deficiencies, and require that Performing Respondents modify the Work Plan if appropriate in order to correct such deficiencies. The Performing Respondents may invoke the Dispute Resolution procedures in Section XV, within seven (7) days of receipt of such EPA notice. Performing Respondents shall implement the modified and approved Work Plan, if any, and shall submit a modified Final Report in

accordance with the EPA notice. Failure by the Performing Respondents to implement the approved modified Work Plan, if any, shall be a violation of this Order.

XXVIII. SEVERABILITY/INTEGRATION/APPENDICES

118. If a court issues an order that invalidates any provision of this Order or finds that Respondents have 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 or determined to be subject to a sufficient cause defense by the court's order.

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

XXIX. EFFECTIVE DATE

120. This Order shall be effective five (5) days after the Order is signed by the Director, Office of Site Remediation and Restoration.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this ____ day of _____, 2003.

For Respondent _____

By _____

Title _____

It is so ORDERED and Agreed this 5th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 26th day of August, 2003.

For Respondent Teknor Agex Company

By Jonathan D. Cain

Title President

It is so ORDERED and Agreed this 11 day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

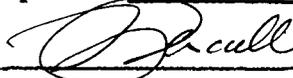
EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

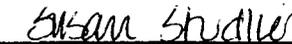
Agreed this 27TH day of AUGUST, 2003.

For Respondent SEQUA CORPORATION

By 

Title SR ASSOC. GENERAL COUNSEL

It is so ORDERED and Agreed this ^{11 am} 5TH day of September, 2003.

By 

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this 3rd day of September, 2003.

For Respondent Centredale Manor Associates L.P.
By its General Partners

Centredale Associates L.P.

By John L. Marshall, III
John L. Marshall, III

Its General Partner

and

C/S Housing Associates L.P.

By C/S Centredale Corp.

Its General Partner

By _____
Paul Tryder

Its President

It is so ORDERED and Agreed this 11th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this 3rd day of September, 2003.

For Respondent Centredale Manor Associates L.P.
By its General Partners

Centredale Associates L.P.

By _____
John L. Marshall, III

Its General Partner _____

and

C/S Housing Associates L.P.

By C/S Centredale Corp.

Its General Partner _____

By Paul E. Tryder
Paul Tryder

Its President _____

It is so ORDERED and Agreed this 11th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action

Page 30

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 29th day of August, 2003.

For Respondent [Signature]
AMERICAN MINERAL SPIRITS COMPANY

By Christopher A. Meyer

Title Operations Team Manager
UNOCAL CORPORATION

It is so ORDERED and Agreed this ^{11th} ~~5th~~ day of September, 2003.

By Susan Studien

Susan Studien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action

Page 30

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 2 day of September, 2003.

For Respondent The Original Bradford Soap Works, Inc.

By [Signature]

Title President/CEO

It is so ORDERED and Agreed this ^{11 am} 5th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 29th day of August, 2003.

For Respondent Emhart Industries, Inc.

By Janice M. DiGiorgi

Title Vice President

It is so ORDERED and Agreed this ^{11 am} 5th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 28 day of August, 2003.

For Respondent New England Containment

By Robert I. Baber

Title V.P. of Operations

It is so ORDERED and Agreed this 5th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action

Page 30

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 27TH day of AUGUST, 2003.

For Respondent SEQUA CORPORATION

By 

Title SR ASSOC. GENERAL COUNSEL

It is so ORDERED and Agreed this ^{11 am} 5TH day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

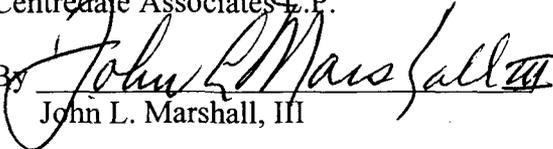
The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this 3rd day of September, 2003.

For Respondent Centredale Manor Associates L.P.
By its General Partners

Centredale Associates L.P.

By


John L. Marshall, III

Its General Partner

and

C/S Housing Associates L.P.

By C/S Centredale Corp.

Its General Partner

By

Paul Tryder

Its President

It is so ORDERED and Agreed this ^{11th} ~~5th~~ day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this document.

Agreed this 3rd day of September, 2003.

For Respondent Centredale Manor Associates L.P.
By its General Partners

Centredale Associates L.P.

By _____
John L. Marshall, III

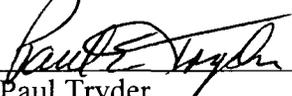
Its General Partner

and

C/S Housing Associates L.P.

By C/S Centredale Corp.

Its General Partner

By  _____
Paul Tryder

Its President

It is so ORDERED and Agreed this ^{11th} ~~5th~~ day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action

Page 30

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 29th day of August, 2003.

For Respondent C. Meyer
AMERICAN MINERAL SPIRITS COMPANY

By Christopher A. Meyer

Title Operations Team Manager
UNOCAL CORPORATION

It is so ORDERED and Agreed this 11th day of September, 2003.

By Susan Studlien

Susan Studlien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

In the Matter of Centredale Manor Restoration Project Superfund Site
Third Administrative Order on Consent for Removal Action Page 30

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represents to this document.

Agreed this 2 day of September, 2003.

For Respondent The Original Bradford Soap Works, Inc.

BY [Signature]

Title President/CEO

It is so ORDERED and Agreed this ^{11th day} 11th day of September, 2003.

By Susan Studien

Susan Studien, Acting Director
Office of Site Remediation and Restoration
Region I
U.S. Environmental Protection Agency

EFFECTIVE DATE

APPENDIX A

Respondents

American Mineral Spirits Company
Brook Village Associates Limited Partnership
Centredale Manor Associates Limited Partnership
Cranston Print Works Company
CNA Holdings, Inc.
Emhart Industries, Inc.
New England Container Company, Inc.
Sequa Corporation
The Original Bradford Soap Works, Inc.
Teknor Apex Company,

APPENDIX B

Payment Respondents

American Mineral Spirits Company
Cranston Print Works Company
CNA Holdings, Inc.
Sequa Corporation
The Original Bradford Soap Works, Inc.
Teknor Apex Company,

APPENDIX C

Performing Respondents

Brook Village Associates Limited Partnership
Centredale Manor Associates Limited Partnership
Emhart Industries, Inc.
New England Container Company, Inc.

APPENDIX D

STATEMENT OF WORK

This Statement of Work is provided for the Centredale Manor Restoration Project in North Providence, Rhode Island

Preface

EPA has determined that Potentially Responsible Parties (PRPs) have the ability to promptly and properly prevent, mitigate, or eliminate the threats posed by hazardous substances at the Site. Therefore, EPA and such parties (the Respondents) have entered into an Administrative Order on Consent for Removal Action with this attached Statement of Work (SOW).

As described previously in the Order, EPA and some of the Respondents have undertaken Removal Action at the Site to prevent exposure and control migration of contaminants at the Site including, but not limited to, dioxins, PCBs, PAHs, VOCs, SVOCs and other substances.

The Order and SOW compel the Performing Respondents to develop a plan for implementing the specific action described below. The components of this plan (also called a "deliverable") must be submitted to EPA for approval before implementation. The plan shall consist/describe of the components listed below:

GENERAL COMPONENTS

1. All actions taken by the Performing Respondents shall be consistent with the National Contingency Plan (NCP), found in Title 40, Part 300 of the Code of Federal Regulations (40 CFR 300).
2. The Performing Respondents shall communicate freely with the On-Scene Coordinator (OSC) prior to and during development of plans and deliverables, and throughout the implementation of approved plans. At a minimum, **weekly** progress meetings will be scheduled throughout the implementation of the Order.
3. **Site Security** - The plan shall provide for on-site security during construction by, at a minimum, maintaining the current fences and signs which are in place to limit access to the portion of the Site where work is proposed under this Order. The effectiveness of signs, fences, and barriers at the portion of the Site where work is proposed under this Order will be evaluated during the construction phase to determine if they adequately restrict access. If not deemed to be sufficient by the OSC, additional fencing, the placement of security guards or other measures may be warranted. Site security shall be maintained until June 30, 2005.

4. **Project schedule** - The plan will provide a detailed project schedule, including completion dates for interim activities. Out of respect for the residents, noisy equipment (such as dump trucks or bulldozers) will be operated not earlier than 0800AM. *A daily work schedule will also be provided to the OSC.*
5. **Site-Specific Health and Safety Plan (HASP)** - The Performing Respondents shall develop and implement a HASP for all activities to be conducted at the Site in accordance with the NCP §300.150, and OSHA. The HASP shall be developed to protect all on-site personnel and the general public. Private employers are responsible for the health and safety of their own employees. Nothing contained in this SOW or the Order shall relieve the Performing Respondents of their liability in this regard.
6. **Construction Quality Assurance Plan (CQAP)** – The CQAP shall detail the testing and inspections required to assure that the purchase and installation of specified materials are in conformance with the project plans and specifications. The CQAP shall include references to standard test methods customarily employed in the construction of similar work (such as those produced by the American Society of Testing Materials (ASTM)). The frequency of testing and inspections along with acceptance criteria for each test or inspection shall also be specified. If requested by EPA pursuant to Paragraph 61 of the Order, the Performing Respondents shall develop a Quality Assurance Plan (QAP) to be used in conducting any field and laboratory analysis. The QAP shall ensure that analytical results generated are of known quality. The QAP will be consistent with the Region I, EPA-New England Compendium of Quality Assurance Project Plan Guidance.
7. **Community Relations Support Plan** - The Performing Respondents shall develop a Community Relations Support Plan, with the objective of ensuring and specifying support activities for the community relations efforts of EPA.
8. **Proposal for Post-Removal Site Control** - The Performing Respondents shall submit a proposal for post-removal site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Performing Respondents shall implement such controls until June 30, 2005
9. **Final Report/Completion of Work Report (CWR)** - Upon completion of the tasks in this Order and SOW, the Performing Respondents shall submit a CWR summarizing the work performed. At a minimum, the CWR will identify all required activities and certify that each has been completed in accordance with the approved plans; include original photographs with written descriptions; include analytical results of any environmental samples collected during the period of performance, in both tables and on site maps; include 'as-built' drawings of any structures or features constructed; contain a chronology of onsite activities; and identify subcontractors and their roles.

SPECIFIC ACTIONS

10. Conduct all action summarized in Attachment 1.

11. Obtain all necessary local, state or federal permits for construction, except as specifically exempted by the OSC.

ATTACHMENT 1

- Lower the elevation of Allendale Pond using the gate structure in the rebuild dam.
- Perform land survey to layout project limits and provide ground control. The lateral extent of the soil and stone caps is as shown on the attached map. As indicated, the limits of the soil and stone “caps” do not extend onto private properties bordering the east side of the project. However, the extent of clearing and loam/seed activities to back up the edge of the caps does extend onto some of these properties. The soil cap consists of 20 inches of bank-run gravel and 4 inches of loam while the stone cap consists of 6 inches of sand and 6 inches of stone in a 5 inch cellular confinement system.
- Clear and grub within the project limits.
- Power wash and dispose of stumps (non- hazardous).
- Install decontamination pads for equipment and anti-tracking pad for general construction traffic.
- Install hay bale erosion controls at the outlet of each piped discharge to the swale and install a check dam at the southern limit of the work.
- Rough grade the project limits and install the gravity dewatering trench – dust control will be conducted using clean water to moisten traffic areas. All storm water and groundwater from the project will be routed through the check dam referenced above to Allendale pond.
- Regrade the north end of the project as indicated on the attached cross-sections. Install the sediment trap on existing 24 inch diameter CMP drain from Smith Street, relocate excess material in adjacent area of new soil cap.
- Install sand bedding layer over area of new stone cap.
- Install geotextile filter fabric throughout the limits of both the soil and stone caps.
- Place bank-run gravel (clean fill) to bring soil cap to grade.
- Place cellular confinement system over area of stone cap and fill with one and one half inch stone.
- Place loam over area of new soil cap and along the perimeter of the stone cap to blend into existing grade.
- Seed and mulch the newly loamed areas.
- Remove erosion and sediment controls.