

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF:

Ringwood Mines/Landfill Superfund
Site
Passaic County, New Jersey

and

the Borough of Ringwood,
Respondent.

UNILATERAL ADMINISTRATIVE
ORDER FOR REMEDIAL
INVESTIGATION AND FEASIBILITY
STUDY

U.S. EPA Region 2
CERCLA Docket No. 02-2010-2026

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

UNILATERAL ADMINISTRATIVE ORDER
FOR REMEDIAL INVESTIGATION AND FEASIBILITY STUDY AT THE
RINGWOOD MINES/LANDFILL SUPERFUND SITE

TABLE OF CONTENTS

I. JURISDICTION AND GENERAL PROVISIONS	1
II. PARTIES BOUND	1
III. STATEMENT OF PURPOSE	2
IV. DEFINITIONS	2
V. EPA FINDINGS OF FACT	5
VI. EPA CONCLUSIONS OF LAW	8
VII. DETERMINATIONS	9
VIII. NOTICE TO THE STATE	9
IX. ORDER	10
X. PARTICIPATE AND COOPERATE	10
XI. WORK TO BE PERFORMED	11
XII. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS	19
XIII. QUALITY ASSURANCE, SAMPLING, AND ACCESS TO INFORMATION	21
XIV. SITE ACCESS AND INSTITUTIONAL CONTROLS	23
XV. COMPLIANCE WITH OTHER LAWS	24
XVI. RETENTION OF RECORDS	24
XVII. DELAY IN PERFORMANCE	25
XVIII. OTHER CLAIMS	25
XIX. INSURANCE	26
XX. FINANCIAL ASSURANCE	27
XXI. ENFORCEMENT AND RESERVATIONS	28
XXII. INTEGRATION/APPENDICES	30
XXIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION	30
XXIV. TERMINATION AND SATISFACTION	30
XXV. OPPORTUNITY TO CONFER	31
XXVI. NOTICE OF INTENT TO COMPLY	31

UNILATERAL ADMINISTRATIVE ORDER
FOR REMEDIAL INVESTIGATION AND FEASIBILITY STUDY AT THE
RINGWOOD MINES/LANDFILL SUPERFUND SITE

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order ("Order") is issued by the United States Environmental Protection Agency ("EPA") to the Borough of Ringwood ("Respondent"). The Order concerns the preparation and performance of a remedial investigation and feasibility study ("RI/FS") for four areas of concern ("ACs") at the Ringwood Mines/Landfill Superfund Site located in the Borough of Ringwood, Passaic County, New Jersey ("Site"): the Peters Mine Pit Area, the Cannon Mine Pit Area, the O'Connor Disposal Area and Site-related groundwater.

2. This Order is issued to Respondent under the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, ("CERCLA") 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further redelegated on November 23, 2004, by the Regional Administrator of EPA Region 2 to the Director of the Emergency and Remedial Response Division.

3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the U.S. Department of the Interior, the National Oceanic and Atmospheric Administration, the U.S. Department of Agriculture, and the New Jersey Department of Environmental Protection on February 24, 2005, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal and/or State trusteeship.

II. PARTIES BOUND

4. This Order shall apply to and is binding upon Respondent and its agents, successors and assigns. Any change in ownership or legal status of the Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter the Respondent's responsibilities under this Order.

5. Respondent shall provide a copy of this Order to any successors or

assigns prior to transfer of ownership rights to any of the property it owns at the Site. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Order, within 14 days after the effective date of this Order or the date of retaining their services, whichever is later. Respondent shall condition any such contracts upon satisfactory compliance with this Order. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Order, and for ensuring that its employees, contractors, consultants, subcontractors and agents comply with this Order.

6. Until the completion of the Work required by this Order, Respondent shall provide a copy of this Order to any prospective owners before assets or property rights for Site properties are transferred by Respondent to a prospective owner.

III. STATEMENT OF PURPOSE

7. The objectives of this Order are (a) to determine the nature and extent of contamination and any threat to public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Peters Mine Area, the Cannon Mine Pit Area, the O'Connor Disposal Area and Site-related groundwater contamination, by conducting Remedial Investigations as more specifically set forth in the Statement of Work ("SOW") attached as Appendix A to this Order; (b) to identify and evaluate remedial alternatives to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the following discrete ACs: the Peter's Mine Area AC, the O'Connor Disposal Area AC, the Cannon Mine Pit Area AC and the Site-related groundwater contamination AC, by conducting Feasibility Studies as more specifically set forth in the SOW in Appendix A to this Order; and (c) to ensure that the Respondent fully participates and cooperates with the Ford Motor Company ("Ford") in performing the work required by Administrative Settlement Agreement and Order on Consent, Index No. CERCLA-02-2010-2020, which Ford entered into with EPA on May 24, 2010 (the "2010 Order") and which work is currently being performed by Ford.

8. The Work conducted under this Order is subject to approval by EPA and shall provide all appropriate and necessary information to assess Site conditions and evaluate alternatives to the extent necessary to select a remedy that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondent shall conduct all Work under this Settlement Agreement in compliance with CERCLA, the NCP, and all applicable EPA guidance, policies, and procedures.

IV. DEFINITIONS

9. Unless otherwise expressly provided herein, terms used in this Order that 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. "2010 Order" shall mean Administrative Settlement Agreement and Order on Consent, Index No. CERCLA-02-2010-2020, which Ford Motor Company entered into with EPA in May 2010.

b. "Borough" shall mean the Borough of Ringwood, a municipality established under the laws of the State of New Jersey in Passaic County, New Jersey.

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

d. "Cannon Mine Pit Area AC" shall mean that area of concern which is located approximately 1,500 feet west of Peters Mine Road, 50 feet south of Van Dunk Lane, and 400 feet north of Horse Shoe Bend Road, as depicted generally on the map attached as Appendix B to this Settlement Agreement.

e. "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.

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

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

h. "Ford" shall mean Ford Motor Company.

i. "Institutional controls" shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to contamination and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of institutional controls include easements and covenants, zoning restrictions, special building permit requirements,

and well drilling prohibitions.

j. "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.

k. "NJDEP" shall mean the New Jersey Department of Environmental Protection and any successors.

l. "O'Connor Disposal Area AC" shall mean that area of concern east of Peters Mine Road and approximately 300 feet southeast of the Peters Mine Pit Area, as depicted generally on the map attached as Appendix B to this Settlement Agreement.

m. "Order" shall mean this Order, the SOW, all appendices attached hereto (listed in Section XXII) and all documents incorporated by reference into this document including without limitation EPA-approved submissions. EPA-approved submissions (other than progress reports) are incorporated into and become a part of the Order upon approval by EPA. In the event of conflict between this Order and any appendix or other incorporated documents, this Order shall control.

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

o. "Peter's Mine Area AC" shall mean that area of concern immediately northwest of the northern end of Peters Mine Road and located at the head of a small valley drained by Park Brook, as depicted generally on the map attached as Appendix B to this Settlement Agreement.

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

q. "Respondent" shall mean the Borough of Ringwood.

r. "Section" shall mean a portion of this Order identified by a Roman numeral.

s. "Site" shall mean the Ringwood Mines/Landfill Superfund Site, located in the Borough of Ringwood, Passaic County, New Jersey, and which is depicted generally on the map attached as Appendix B.

t. "SOW" shall mean the Statement of Work for development of the Remedial Investigation/Feasibility Study for the Site, as set forth in Appendix A to this Order. The Statement of Work is incorporated into this Order and is an enforceable part of this Order as are any modifications made thereto in accordance with this Order.

u. "State" shall mean the State of New Jersey.

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

w. "Work" shall mean all activities Respondent is required to perform under this Order, except those required by Section XVI (Retention of Records).

V. EPA FINDINGS OF FACT

10. The Ringwood Mines/Landfill Site ("the Site") is located in the Borough of Ringwood, Passaic County, New Jersey. The Site includes approximately 50 residential properties, an inactive municipal landfill, abandoned mine shafts (nearly all of which have been sealed) and filled mine pits, an industrial refuse disposal area, small surficial dumps, a municipal recycling center and a rugged, forested area within the Ringwood State Park. The Site lies within the watershed of the Wanaque Reservoir, which supplies drinking water to much of northern New Jersey.

11. In 1965, the Ringwood Realty Corporation ("RRC"), a subsidiary of Ford, purchased over 800 acres within the Borough, including the real property which now constitutes the Site.

12. In 1967, RRC entered into agreements with the O'Connor Trucking and Haulage Corporation ("O'Connor") to dispose of Waste Material from the Ford automobile assembly plant located in Mahwah, New Jersey ("Ford waste"). O'Connor continued to dispose of Ford wastes at the Site until 1971.

13. The Borough was aware of and did not object to O'Connor's disposal activities at the Site. The Borough also disposed of municipal Waste Material in one or more of the areas of the Site and allowed the Town of West Milford to dispose of municipal waste at the Site.

14. On November 4, 1970, the Ringwood Solid Waste Management Authority ("RSWMA"), an agency of the Borough, acquired 289.9 acres of the Site by Deed of Gift from RRC. The RSWMA conveyed that property to the Borough in 1981. The Borough of Ringwood currently owns nearly all that acreage, as well as 35.475 acres which were originally deeded by RRC to the Housing Operation with Training Opportunity, a New Jersey not-for-profit corporation.

15. The RSWMA allowed O'Connor to continue to dispose of Ford Waste Material on its newly acquired property for at least six months. From November 1970 through approximately 1976, the RSWMA and the Borough also used portions of the Site to dispose of Waste Material from the Borough and the Town of West Milford. In some areas of the Site, municipal Waste Material is intermingled or layered with Ford Waste Material. Municipal Waste Material is known to contain hazardous substances from residential and commercial sources. Additionally, minutes from a Borough Council meeting in 1969 indicate that the Borough became aware at that time that a waste hauler was dumping materials in the "Mine Area." The dumping apparently continued until April 1971 when the Borough Board of Health ordered the hauler to cease dumping at the Site. Other evidence indicates that the hauler was pumping industrial sludge which contained hazardous substances, including chromium, into the Cannon Mine during this time.

16. Unpermitted and unauthorized disposal of Waste Materials unrelated to the Ford waste has occurred for many years on portions of the Site currently owned by the Borough. In some areas of the Site, these Waste Materials are intermingled or layered with Ford waste.

17. In 1982, NJDEP sampled groundwater and surface water at the Site and found volatile organic compounds as well as lead and arsenic. In 1983, after receiving the sampling data and risk information, EPA added the Site to the National Priorities List ("NPL") pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.

18. Between 1984 and 1988, Ford, under EPA oversight, conducted various investigations of the nature and extent of the contamination at the Site and conducted feasibility studies of the remedial alternatives to address the contamination. The hazardous substances detected in the waste included lead, arsenic, chromium, naphthalene, toluene, ethylbenzene, xylene, trichloroethene, and low levels of PCBs. As required by EPA, Ford prepared an FS and a Risk Assessment for the Site. The Risk Assessment indicated that lifetime ingestion of arsenic, lead and thallium from the groundwater posed unacceptable risks to persons at the Site. The Risk Assessment also indicated that exposure to soils and surface water at the Site did not pose an unacceptable risk to public health and the environment.

19. EPA issued a Record of Decision ("ROD") for the Site on September 29, 1988. Ford thereafter conducted additional investigations and sampling and implemented long term monitoring of the groundwater and surface water as required by the ROD.

20. In 1990, EPA formally notified the Borough that it was a potentially responsible party for response costs at the Site under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The Borough was then, and is now, the owner of a large part of the Site and acquired the property with knowledge that industrial waste from Ford's Mahwah plant had been disposed of at the Site. The Borough, through its agent, RSWMA, also owned and operated a portion of the Site during a six month period when Waste Materials from Ford's Mahwah facility were disposed of at the Site.

21. In 1993, Ford and the Borough entered into a Consent Decree wherein each agreed to pay EPA for certain costs which had been incurred by EPA.

22. In 1993, EPA published a Notice of Intent to Delete the Site from the National Priorities List. In November 1994, after giving public notice of the intent to delist the Site, and with the concurrence of NJDEP, EPA formally deleted the Site from the NPL.

23. After 1989, Ford returned to the Site at the request of residents and/or Borough officials to voluntarily remove additional paint sludge and drums. In 1990, Ford removed 51 drum remnants and 727 tons of additional paint sludge and soil from the O'Connor Disposal Area. In 1995, Ford removed 5 cubic yards of paint sludge from a residential property. In 1998, Ford removed 30 cubic yards of paint sludge from the hillside adjacent to the O'Connor Disposal Area.

24. In 2004, certain residents of the Borough, through their attorney, notified EPA in 2004 that some paint sludge and other Waste Material remained at the Site. At EPA's request, Ford later conducted a Site survey which indicated paint sludge existed in several locations, including the Cannon Mine area of the Site and the O'Connor Disposal area. The Borough is the current owner of both the O'Connor Disposal area and a large part of the Cannon Mine area. The paint sludge found at the Site contained lead, arsenic, chromium, naphthalene, toluene, ethylbenzene, xylene, trichloroethene, and low levels of PCBs.

25. In September 2005, EPA and Ford entered into an Administrative Order on Consent and Settlement Agreement for Investigative Work ("2005 AOC") under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622, in which, among other activities, Ford agreed to undertake a thorough reinvestigation of the Site because significant amounts of additional Waste

Materials containing hazardous substances had been found at the Site ("2005 AOC Work"). Some Waste Materials were identical to those identified in Paragraph 18 which were found during the original RI and during earlier removal actions. From 2005 through the present, Ford removed over 46,000 tons of paint sludge and associated soil, and drum remnants, from twelve disposal areas at the Site.

26. After participating in preliminary negotiations with EPA, the Borough declined to enter into the 2005 AOC. As a result, in September 2005, EPA issued a Unilateral Administrative Order ("UAO") to the Borough under Section 106 of CERCLA, 42 U.S.C. § 9606(a). The UAO obligated the Borough to cooperate and participate in the performance of the 2005 AOC Work with Ford or, in lieu of performance, assume financial responsibility with Ford for the 2005 AOC work. Ford has informed EPA that the Borough has not participated in the 2005 AOC work, nor has the Borough assumed financial responsibility for the 2005 AOC work. The Borough indicates that, while it was unable to reach a settlement with Ford, the Borough complied with the UAO by negotiating in good faith with Ford.

27. The hazards posed by the Site include, but are not limited to, the threat of dermal contact with, inhalation, and/or ingestion of hazardous substances at the Site and the threat of migration of hazardous substances at and from the Site. Exposure to the various hazardous substances present at the Site by dermal contact, inhalation, or ingestion may cause a variety of adverse human health effects.

28. In early 2010, EPA requested that Ford and the Borough enter negotiations in order to reach a settlement pursuant to which Ford and the Borough would perform investigations relating to four (4) specific areas of concern at the Site. After negotiations ended, Ford entered the 2010 Order with EPA and agreed to finance and perform those investigations. The Borough, however, decided not to enter that 2010 Order with EPA. Since May 2010, Ford has started performing the work required by the 2010 Order. EPA is not aware of any assistance which the Borough has provided to Ford while Ford performs the work required by the 2010 Order to date.

VI. EPA CONCLUSIONS OF LAW

Based on the Findings of Fact set forth above, EPA has concluded that:

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

30. Many of the chemicals and contaminants found at the Site identified in the Findings of Fact above, including lead, arsenic, chromium, naphthalene,

toluene, ethylbenzene, xylene, trichloroethene, and PCBs, are "hazardous substances" as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

31. The disposal of hazardous substances at the Site, the presence of hazardous substances in soil at the Site and the potential migration of hazardous substances in the soil and/or into groundwater at the Site constitute a "release" and/or "threatened release" of a hazardous substance within the meaning of those terms as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

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

33. The Respondent is a responsible party under Section 107 of CERCLA, 42 U.S.C. § 9607. The Respondent is also a person who is liable under one or more subsections of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a)(1).

VII. DETERMINATIONS

34. Based on the Findings of Fact and Conclusions of Law set forth above and the entirety of the administrative record, the Director of the Emergency Response and Remedial Division has determined that the release or threatened release of hazardous substances at and from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606 (a).

35. The actions required by this Order are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

36. EPA has determined that Respondent is qualified to conduct the Remedial Investigation/Feasibility Study within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) of CERCLA, 42 U.S.C. § 9604(a), if Respondent complies with the terms of this Order.

VIII. NOTICE TO THE STATE

37. Notice of this Order has been given to the New Jersey Department of Environmental Protection on July 20, 2010, pursuant to Section 106(a) of CERCLA, 42 U.S.C. 9606(a).

IX. ORDER

38. Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, it is hereby Ordered that Respondent shall comply with all provisions of this Order, including, but not limited to, all appendices to this Order and all documents incorporated by reference into this Order.

X. PARTICIPATE AND COOPERATE

39. On May 24, 2010, EPA entered into Administrative Settlement Agreement and Order on Consent, Index No. CERCLA-02-2010-2020 with Ford Motor Company, which requires Ford to conduct the same response actions as those required by this Order. Respondent shall make best efforts to coordinate with Ford. Best efforts to coordinate shall include, at a minimum:

a. Communicating in writing within ten days of the effective date of this Order to Ford stating that Respondent desires to comply with this Order and to participate in the performance of the Work or in lieu of performance, to pay for the performance of the Work;

b. Submitting within 20 days of the effective date of this Order a good-faith offer to Ford to perform the Work in whole or in part or, in lieu of performance, to pay for the Work, in whole or in part; and

c. Engaging in good-faith negotiations with Ford to perform or, in lieu of performance, to pay for the Work required by this Order if Ford refuses Respondent's first offer.

40. To the extent that Ford is performing or has stated an intent to perform any Work required by this Order, pursuant to any other order or agreement with EPA, Respondent shall make best efforts to participate in the performance of the Work with Ford. Best efforts to participate shall include, at a minimum:

a. Performance of those portions of the Work as agreed by Respondent and Ford to be undertaken by Respondent, and

b. Payment of all amounts as agreed by Respondent and Ford to be paid by Respondent if, in lieu of performance, Respondent has offered to pay in whole or in part for the Work required by this Order,

41. Respondent shall provide EPA with notice of its intent to comply with this Order, consistent with Paragraph 102 below. In addition, Respondent shall

notify EPA in writing within five days of the rejection, if any, by Ford of Respondent's offer to perform or, in lieu of performance, to pay for a reasonable share of the Work.

42. The undertaking or completion of any requirement of this Order by any other person, with or without the participation of Respondent, shall not relieve Respondent of its obligation to perform each and every other requirement of this Order.

43. Any failure to perform, in whole or in part, any requirement of this Order by any other person with whom Respondent is coordinating or participating in the performance of such requirement shall not relieve Respondent of its obligation to perform each and every requirement of this Order.

XI. WORK TO BE PERFORMED

44. The Work to be performed under this Order consists of performing the remedial investigations and feasibility studies for the four ACs described in Paragraph 1, and completing the 2005 Work, as specified in the SOW. This Order does not apply to, or address any actions to remove or remediate Waste Materials or other hazardous substances, pollutants or contaminants that are identified in connection with the RI/FS that is undertaken in connection with this Order.

45. The Work conducted under this Order is subject to approval by EPA and that Work shall provide all appropriate and necessary information to assess Site conditions and evaluate alternatives to the extent necessary to select a remedy that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondent shall conduct all Work under this Order in compliance with CERCLA, the NCP, and all applicable EPA guidances, policies, and procedures.

46. Selection of Contractors, Personnel. All Work performed under this Order shall be under the direction and supervision of qualified personnel. Ford has already begun the Work which is the subject of this Order and, therefore, Respondent shall coordinate with Ford as to the selection of the Project Coordinator and other contractors used to perform the Work under this Order.

47. EPA has designated Joseph Gowers, of the Emergency Response and Remedial Division, Region 2, as its Remedial Project Manager ("RPM"). EPA will notify Respondent of a change of its designated RPM. Except as

otherwise provided in this Order, Respondent shall direct all submissions required by this Order to the RPM. Submissions shall be sent to:

Joseph Gowers, Project Manager
Ringwood Mines/Landfill
Superfund Site U.S. EPA
Region 2
290 Broadway, 19th Floor
New York, NY 10007-1866

48. EPA's RPM shall have the authority lawfully vested in an RPM by the NCP. In addition, EPA's RPM shall have the authority consistent with the NCP to halt any Work required by this Order, and to take any necessary response action when he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA RPM from the area under study pursuant to this Order shall not be cause for the stoppage or delay of Work.

49. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS as required by Section 104(a) of CERCLA, 42 U.S.C. 9004(a). This person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the RI/FS Work Plan.

50. Activities and Deliverables. Respondent shall conduct activities and submit plans, reports or other deliverables as provided by the attached SOW, which is incorporated by reference. All Work shall be conducted in full accordance with the provisions of the Order, the SOW, CERCLA, the NCP and EPA guidance, including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive #9355.3-01, October 1988 or subsequently issued guidance), "Guidance for Data Usability in Risk Assessment" (OSWER Directive #9285.7-05, October 1990 or subsequently issued guidance) and guidance referenced therein, and guidances referenced in the SOW, as may be amended or modified by EPA. All Work performed under the SOW, and pursuant to this Agreement shall conform to EPA's Region 2 "Clean and Green Policy" which may be found at <http://www.epa.gov/region02/superfund/green/remediation/policy.html>. The general activities that Respondent is required to perform are identified below. The tasks that Respondent must perform are described more fully in the SOW and guidances. All Work performed under this Order shall be in accordance with the schedules herein or established in the SOW. In accordance with the schedules established in this Order or in the SOW, Respondent shall submit to EPA 4 copies of all plans, reports and other deliverables required under this Order and the SOW. Respondent shall also provide EPA with an electronic copy of all plans, reports and other deliverables required under this Order and the SOW, and 4 extra copies of all diagrams, figures and/or drawings incorporated into these deliverables. At the

same time, Respondent shall submit to NJDEP 3 copies of all plans, reports and other deliverables required under this Order and the SOW. All plans, reports and other deliverables will be reviewed and approved by EPA pursuant to Section X (EPA Approval of Plans and Other Submissions). Upon EPA's request, Respondent shall also provide copies of draft final plans, reports or other deliverables to Community Advisory Groups, and any other entities as directed by EPA.

a. Remedial Investigation Report. Ford has submitted Technical Memoranda for the Peters Mine Pit Area, the Cannon Mine Pit Area and the O'Connor Disposal Area for EPA review and approval, pursuant to the 2005 AOC. Within 30 days of EPA's approval of the Technical Memorandum for each of the ACs addressed by this Order, or within 30 days of the Effective Date of the Administrative Settlement Agreement and Order on Consent, Index No. CERCLA-02-2010-2020, whichever is later, Respondent shall submit draft RI Reports to EPA for each AC, in accordance with the SOW, this Order, and EPA guidance, including, without limitation, EPA's Region 2 RI Report Guidelines. Within 30 days of receiving EPA's comments on a draft RI Report, Respondent shall submit a final RI Report for EPA review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions).

b. Community Relations Plan. EPA has prepared a community relations plan in accordance with EPA guidance and the NCP. At EPA's request, Respondent shall provide information supporting EPA's community relations plan and shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain activities at or concerning the Site.

c. Baseline Human Health Risk Assessment. Respondent shall submit a Pathway Analysis Report ("PAR") for each AC to EPA within sixty (60) days of Respondent's receipt of the last set of validated data for that AC, or within 30 days of the date of this Order, whichever is later. The PARs must meet the requirements for preparation of PARs specified in the SOW. The PARs will also be subject to the review, modification and approval requirements set forth in the SOW. Within sixty (60) days of EPA approval of a PAR for an AC, Respondent shall submit a draft Baseline Human Health Risk Assessment for that AC for EPA. Respondent will perform the Baseline Human Risk Assessments in accordance with the requirements specified in the 2005 AOC and applicable EPA guidance, including but not limited to the "Interim Final Risk Assessment Guidance for Superfund, Volume 1- Human Health Evaluation Manual (Part A)," (RAGS, EPA-540-1-89-002, OSWER Directive 9285.7-01D, January 1998).

d. Baseline Ecological Risk Assessment. Respondent shall submit a Screening Level Ecological Risk Assessment ("SLERA") for each AC to EPA within sixty (60) days of Respondent's receipt of the last set of

validated data for that AC, or within thirty (30) days of the date of this Order, whichever is later. SLERAs shall meet the requirements for preparation in the SOW and shall be prepared in accordance with applicable EPA guidance, including but not limited to the "Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments" (ERAS, EPA-540-R-97-006, OSWER Directive 9285.7-25, June 1997) or subsequently issued guidance, and shall be submitted for EPA review and approval. The SLERAs will also be subject to the review, modification and approval requirements set forth in the SOW. EPA will notify Respondent in writing if EPA determines that a full Baseline Ecological Risk Assessment is required for an AC. If so notified by EPA, Respondent shall perform a full Baseline Ecological Risk Assessment in accordance with the SOW, this Order and applicable EPA guidance.

e. Reuse Assessment. If EPA, in its sole discretion, determines that a Reuse Assessment is necessary, Respondent will perform the Reuse Assessment in accordance with the SOW, this Order and applicable EPA guidance, including, but not limited to the "Reuse Assessments: A Tool To Implement The Superfund Land Use Directive," (OSWER Directive 9355.7-06P, June 4, 2001 or subsequently issued guidance). The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future uses for those areas at the Site which EPA instructs Respondent to address in the Reuse Assessment.

f. Feasibility Study Work Plan. Within 30 days of the Effective Date of this Order, or EPA's approval of the Technical Memorandum for each of the ACs addressed by this Order, whichever is later, Respondent shall submit a detailed Work Plan(s) for the completion of Feasibility Studies for the ACs at the Site. Respondent may submit FS Work Plan(s) that address one or more of the ACs addressed by this Order. The FS Work Plan(s) shall be prepared in accordance with the SOW, this Order and applicable EPA guidance. The FS Work Plan(s) shall be submitted for EPA review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions), and upon approval by EPA, the FS Work Plan(s) shall be incorporated into and become enforceable under this Order. Each Feasibility Study shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants, or contaminants at or from the AC. The Alternatives evaluated must include, but shall not be limited to the range of alternatives described in the NCP, and shall include remedial actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. In evaluating the alternatives, Respondent shall address the factors required to be taken into account by Section 121 of CERCLA 42 U.S.C. § 9621, and Section 300.430(e) of the NCP, 40 C.F.R. § 300.430(e).

g. Identification of Candidate Technologies Memorandum. Within 30 days of EPA's approval of the FS Work Plan(s), Respondent shall submit for EPA review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions), an Identification of Candidate Technologies Memorandum in accordance with the SOW and applicable EPA guidance.

h. Development and Screening of Alternatives. Respondent shall develop and evaluate a range of appropriate waste management options that at a minimum ensure protection of human health and the environment. The waste management options developed by Respondent will be evaluated through the development and screening of alternatives in accordance with the SOW, applicable EPA guidance, and the EPA-approved FS Work Plan(s). Within 30 days of EPA's approval of the Baseline Risk Assessment for an AC, Respondent, in accordance with the SOW, this Order and applicable EPA guidance, shall:

(1) Make a presentation to EPA identifying the remedial action objectives and summarizing the development and preliminary screening of remedial alternatives; and

(2) Submit for EPA review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions), a Development and Screening of Remedial Alternatives Technical Memorandum. The memorandum shall include, among other things, remedial action objectives for Engineering Controls as well as for Institutional Controls.

i. Detailed Analysis of Alternatives. Respondent shall conduct a detailed analysis of remedial alternatives, as described in the SOW, applicable EPA guidance and the applicable FS Work Plan. Respondent shall evaluate each remedial alternative against the following nine criteria: (1) overall protection of human health and the environment; (2) compliance with legally applicable or relevant and appropriate requirements; (3) long-term effectiveness and permanence; (4) reduction of toxicity, mobility, or volume; (5) short-term effectiveness; (6) implementability; (7) cost; (8) State acceptance; and (9) community acceptance.

j. Comparative Analysis. Respondent shall perform a comparative analysis of the remedial alternatives identified for each of the ACs addressed by this Order. The comparative analysis shall be performed in accordance with the SOW and applicable EPA guidance. Respondent shall submit a technical memorandum summarizing the results of the comparative analysis to EPA in accordance with the schedule and/or deadline in the EPA-approved FS Work Plan.

k. Draft Feasibility Study Report. Respondent shall submit to EPA draft and final Feasibility Study Reports for each of the ACs addressed by

this Order. Within 45 days after the presentation to EPA described in Paragraph 50(h)(1), Respondent shall submit for EPA review and approval pursuant to Section XII (EPA Approval of Plans and Other Submissions), a draft FS Report for the applicable ACs in accordance with the SOW, the NCP, applicable EPA guidance, and the EPA-approved FS Work Plan. Within twenty-one (21) days of submitting the draft FS report for each AC, the Respondent shall make a presentation to EPA and NJDEP which shall summarize the findings of the draft FS report and discuss EPA's preliminary comments and concerns associated with the draft FS report. Within twenty-one (21) days of receiving EPA's comments, if any, on the draft FS report, Respondent shall prepare a revised FS that is responsive to the directions in all EPA comments. Respondent shall then submit the revised FS report to EPA for approval pursuant to Section XII (EPA Approval of Plans and Other Submissions) of the Order, unless the Respondent is directed otherwise by EPA in writing. The draft FS Report must reflect the findings in the EPA-approved Baseline Risk Assessments. Respondent shall refer to Table 6-5 of the RI/FS Guidance for report content and format. The draft FS Report shall include: (a) a summary of feasibility study objectives; (b) a summary of remedial action objectives; (c) a discussion of general response actions; (d) an identification and screening of remedial technologies; (e) a description of remedial alternatives; (f) a detailed analysis of remedial alternatives; and (g) a summary and conclusions. Within fourteen (14) days of submitting the draft FS report for each AC, Respondent shall make a presentation to EPA and NJDEP which shall summarize the findings of the draft FS report and discuss EPA's preliminary comments and concerns associated with the draft FS report.

51. The FS Report, as amended, and the administrative record shall provide the basis for the proposed plan under CERCLA Sections 113(k) and 117(a) by EPA, and shall document the development and analysis of remedial alternatives.

52. Upon receipt of the draft FS Report, EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the durability, reliability and effectiveness of any proposed Institutional and/or Engineering Controls.

53. Modification of the FS Work Plan.

a. If at any time during the FS process, Respondent identifies a need for additional data, Respondent shall submit a memorandum documenting the need for additional data to the EPA RPM within 14 days of identification.

EPA in its discretion will determine whether the additional data will be collected by Respondent and whether it will be incorporated into reports and deliverables.

b. In the event of unanticipated or changed circumstances at the Site, Respondent shall notify the EPA RPM by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the FS Work Plan, EPA shall modify or amend the FS Work Plan in writing accordingly. Respondent shall perform the FS Work Plan as modified or amended

c. EPA may determine that in addition to tasks defined in the initially approved FS Work Plan, other additional Work may be necessary to accomplish the objectives of the FS. Respondent agrees to perform these response actions in addition to those required by the initially approved FS Work Plan, including any approved modifications, if EPA determines that such actions are necessary for a complete FS.

d. Respondent shall confirm its willingness to perform the additional Work in writing to EPA within 7 days of receipt of the EPA request. If Respondent objects to any modification determined by EPA to be necessary pursuant to this Paragraph, Respondent may seek dispute resolution pursuant to Section XV (Dispute Resolution). The SOW and/or FS Work Plan shall be modified in accordance with the final resolution of the dispute.

e. Respondent shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the FS Work Plan or written FS Work Plan supplement. EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Respondent, and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions at the Site.

54. **Off-Site Shipment of Waste Material.** Respondent 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 EPA's RPM. 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.

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

b. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the feasibility study. Respondent shall provide the information required by Subparagraph 54.a and 54.c as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

c. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent 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. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

55. Meetings. Respondent shall make presentations at, and participate in, meetings at the request of EPA during the initiation, performance, and completion of the Work. In addition to discussion of the technical aspects of the Work, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion.

56. Progress Reports. In addition to the deliverables set forth in this Order, Respondent shall provide to EPA monthly progress reports by the 10th day of the following month. At a minimum, with respect to the preceding month, these progress reports shall (1) describe the actions which have been taken to comply with this Order during that month, (2) include all descriptions of, and validated data from, sampling and tests and all other data received by Respondent, (3) describe Work planned for the next two months with schedules relating such Work to the overall project schedule for the completion of the FFS, and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

57. Emergency Response and Notification of Releases.

a. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Order, as well as, the Health and Safety Plan approved for the Site, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the EPA RPM or, in the event of his/her unavailability, the Chief of the New York Remediation Branch at (212) 637-4288, and the 24-hour EPA Superfund/Oil Emergency Hotline at (732) 548-8730 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs).

b. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the EPA RPM or the 24-hour EPA Superfund/Oil Emergency Hotline at (732) 548-8730 and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within 7 days after each 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 recurrence 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.

XII. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

58. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Order, in a notice to Respondent, 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 Respondent modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Respondent at least one notice of deficiency and an opportunity to cure within 21 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

59. In the event of approval, approval upon conditions, or modification by EPA, pursuant to subparagraph 58. (a), (b), (c) or (e), Respondent shall

proceed to take any action required by the plan, report or other deliverable, as approved or modified by EPA. Following EPA approval or modification of a submission or portion thereof, Respondent shall not thereafter alter or amend such submission or portion thereof unless directed by EPA.

60. Resubmission.

a. Upon receipt of a notice of disapproval, Respondent shall, within 21 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval.

b. Notwithstanding the receipt of a notice of disapproval, Respondent shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondent of any liability for failure to comply with this Order.

c. Respondent shall not proceed further with any subsequent activities or tasks until receiving EPA approval, approval on condition or modification of the following deliverables: Supplemental Investigations Work Plan(s), Sampling and Analysis Plan(s), and Draft Supplemental Investigations Report(s). While awaiting EPA approval, approval on condition or modification of these deliverables, Respondent shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth under this Order.

d. For all remaining deliverables not listed above in subparagraph 60.c., Respondent shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondent from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the Remedial Investigations.

61. If EPA disapproves a resubmitted plan, report or other deliverable, or portion thereof, EPA may again direct Respondent to correct the deficiencies. EPA shall also retain the right to modify or develop the plan, report or other deliverable. Respondent shall implement any such plan, report, or deliverable as corrected, modified or developed by EPA.

62. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA due to a material defect, Respondent shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately.

63. In the event that EPA takes over some of the tasks, but not the preparation of the Remedial Investigations Report(s), Respondent shall incorporate and integrate information supplied by EPA into the final reports.

64. All plans, reports, and other deliverables submitted to EPA under this Order shall, upon approval or modification by EPA, be incorporated into and enforceable under this Order. In the event EPA approves or modifies a portion of a plan, report, or other deliverable submitted to EPA under this Order, the approved or modified portion shall be incorporated into and enforceable under this Order.

65. Neither failure of EPA to expressly approve or disapprove of Respondent's submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondent's deliverables, Respondent is responsible for preparing deliverables acceptable to EPA.

XIII. QUALITY ASSURANCE, SAMPLING, AND ACCESS TO INFORMATION

66. Quality Assurance. Respondent shall assure that Work performed, samples taken and analyses conducted conform to the requirements of the SOW, the QAPP and guidances identified therein. Respondent shall assure that field personnel used by Respondent are properly trained in the use of field equipment and in chain of custody procedures. Respondent shall use only laboratories which have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPAJ240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

67. Sampling.

a. All results of sampling, tests, modeling or other data generated by Respondent, or on Respondent's behalf, during the period that this Order is effective, shall be submitted to EPA in the next monthly, progress report as described in Paragraph 56 of this Order. Respondent shall also submit to EPA all raw data as it becomes available. EPA will make available to Respondent validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Respondent shall verbally notify EPA at least 14 days prior to conducting significant field events as described in the SOWs, Remedial Investigation Work Plan(s) or Sampling and Analysis Plan(s). At EPA's verbal or written request, or the request of EPA's oversight representative, Respondent shall allow split or duplicate samples to be taken by EPA (and its authorized

representatives) of any samples collected in implementing this Order. All split samples of Respondent shall be analyzed by the methods identified in the QAPP.

68. Access to Information.

a. Respondent shall provide to EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this 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. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

b. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA 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 it is submitted to EPA and the State, or if EPA has notified Respondent 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 Respondent. Respondent shall segregate and clearly identify all documents or information submitted under this Order for which Respondent assert business confidentiality claims.

c. Respondent 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 Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA 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 Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

d. 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.

69. In entering into this Order, Respondent waives any objections to any data gathered, generated or evaluated by EPA, the State or Respondent in the performance or oversight of the Work that has been verified according to the quality assurance/quality control ("QA/QC") procedures required by the Order or any EPA-approved Supplemental Investigations Work Plans or Sampling and Analysis Plans. If Respondent objects to any other data relating to the Supplemental Investigations, Respondent shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days of the monthly progress report containing the data

XIV. SITE ACCESS AND INSTITUTIONAL CONTROLS

70. If any portion of the Site, or any other property where access is needed to implement this Order, is owned or controlled by the Respondent, the Respondent shall, commencing on the Effective Date, provide EPA, the State, Ford and its 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.

71. Where any action under this Order is to be performed in areas not owned by or in possession of someone other than the Respondent, the Respondent shall use its best efforts to obtain all necessary access agreements within 30 days after the Effective Date, or as otherwise specified in writing by the EPA RPM. The Respondent shall immediately notify EPA if after using its best efforts it is unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. If Respondent cannot obtain access agreements, EPA may either; (i) obtain access for Respondent or assist Respondent in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate; (ii) perform those tasks or activities with EPA contractors; or (iii) terminate the Order. If EPA performs those tasks or activities with EPA contractors and does not terminate the Order, Respondent shall perform all other tasks or activities not requiring access to that property. Respondent shall not be responsible for obtaining access to residential properties for Remedial Investigations. Respondent shall, however, integrate the results of any tasks or activities undertaken by EPA on residential or other properties into its plans, reports and other deliverables.

72. 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.

XV. COMPLIANCE WITH OTHER LAWS

73. Respondent shall comply with all applicable local, state and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-site and requires a federal or state permit or approval, Respondent shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XVI. RETENTION OF RECORDS

74. During the pendency of this Order and for a minimum of 10 years after commencement of response action at this Site pursuant to this Order, the Respondent shall preserve and retain all non-identical copies of documents, records, and other information including documents, records, or other information 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 commencement of construction of any response action, Respondent shall also instruct its contractors and agents to preserve all documents, records and other information of whatever kind, nature or description relating to performance of the Work.

75. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such documents, records or other information, and, upon request by EPA, Respondent shall deliver any such documents, records, or other information to EPA. Respondent 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 Respondent asserts such a privilege, it shall provide EPA with the following: (1) the title of the document, record, or other information; (2) the date of the document, record, or other information; (3) the name and title of the author of the document, record, or other information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or other information; and (6) the privilege asserted by Respondent. However, no documents, records or other information created or

generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

76. As of the effective date of this Order, Respondent shall not alter, mutilate, discard, destroy or otherwise dispose of any records, documents or other information (other than identical copies) relating to its potential liability regarding to the Site. Respondent shall comply fully with any and all additional requests by EPA 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.

XVII. DELAY IN PERFORMANCE

77. Any delay in performance of this Order that, in EPA's judgment, is not properly justified by Respondent under the terms of this Section shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondent's obligations to fully perform all obligations under the terms and conditions of this Order.

78. Nothing in this Order 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 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, or from requiring the Respondent in the future to perform additional activities pursuant to CERCLA or other applicable law. EPA reserves the right to bring an action against Respondent under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of response costs incurred by the United States related to this Order or the Site.

XVIII. OTHER CLAIMS

79. By issuance of this Order, EPA assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent or Respondent's employees, agents, contractors or consultants in carrying out any action or activity pursuant to this Order or Respondent's failure to perform properly or complete the requirements of this Order. Neither the United States nor EPA may be held out as or deemed a party to any contract entered into by the Respondent or its officers, employees, agents, representatives, assigns, contractors or consultants in carrying out actions pursuant to this Order and Respondent shall not represent to anyone that the United States or EPA is or may be a party to any such contract.