

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of :

North Field Extension
Woodbridge Township, New Jersey

North Field Extension, LLC,
C.P. Chemicals, Inc.,
Phibro Animal Health Corporation, and
Legacy Vulcan Corp.,

Respondents.

Proceeding under Section 7003 of the Solid
Waste Disposal Act, as amended.

ADMINISTRATIVE ORDER
ON CONSENT

Docket No. RCRA-02-~~2012-7301~~ ²⁰¹³⁻⁷³⁰⁵
DB

I. INTRODUCTION AND JURISDICTION

1. This Administrative Order on Consent (“Order” or “AOC”) is issued on consent to Respondents North Field Extension, LLC, C.P. Chemicals, Inc., Phibro Animal Health Corporation (formerly known as Philipp Brothers Chemicals, Inc.), and Legacy Vulcan Corp. (formerly known as Vulcan Materials Company) (individually “Respondent” and collectively “Respondents”). This AOC provides for the performance of certain work by the Respondents on the Northern Parcels, as defined herein, of the North Field Extension site in Woodbridge Township, New Jersey. The Order is issued by the United States Environmental Protection Agency (“EPA”) pursuant to the authorities vested in the Administrator of EPA by Section 7003 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 *et seq.* (collectively hereinafter referred to as “RCRA” or “the Act”), which authority has been duly delegated to the Regional Administrator of EPA, Region 2. Notice of this Order has been provided to the State of New Jersey, Department of Environmental Protection (“NJDEP”) pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973.

II. PARTIES BOUND

2. The Respondents bound by this Order are North Field Extension, LLC, C.P. Chemicals, Inc. (“C.P.”), Phibro Animal Health Corporation (“PAHC”), and Legacy Vulcan Corp. (“Legacy Vulcan”).

3. This Order shall apply to and be binding upon Respondents and the Respondents' successors and assigns.
4. The Respondents shall be responsible for ensuring that their agents, contractors, subcontractors, laboratories, and/or consultants comply with the requirements of this Order and perform the Work contemplated herein in accordance with the terms of this Order.

III. DEFINITIONS

5. Unless otherwise provided herein, all terms used in this Order that are defined in RCRA shall have the meanings assigned to them in that statute. Whenever the terms listed below in paragraphs 6 through 9 are used in this Order, they shall have the meanings set forth herein.
6. "Chevron" shall mean Chevron U.S.A. Inc. and any and all of its predecessors in interest.
7. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.
8. "NFE" shall mean the North Field Extension site; that triangular-shaped property located in the Sewaren section of Woodbridge Township, Middlesex County, New Jersey and consisting of three parcels designated, respectively, as Tax Lot 2, Block 729 (comprising approximately 1.8 acres); Tax Lot 1, Block 732.A (comprising approximately 15.5 acres); and Tax Lot 1, Block 734.A (comprising approximately 12.1 acres) in the Township of Woodbridge, Middlesex County, New Jersey, as shown on Exhibit A, annexed hereto.
9. "Northern Parcels" shall mean the portion of the NFE consisting of (a) the parcel comprising approximately 15.5 acres designated as Tax Lot 1, Block 732.A in the Township of Woodbridge, Middlesex County, New Jersey, and on a map entitled "Minor Subdivision Sketch Plat, Proposed Lot Line Relocation, Owner: Chevron USA, Tax Lot 1, Block 732.A & Tax Lot 1 Block 734.A, the Township of Woodbridge, New Jersey" dated April 30, 2007, prepared by Borbas Surveying & Mapping LLC, and filed in the Middlesex County Clerk's Office on March 12, 2008 as Map No. 1945 File 53, and (b) the parcel comprising approximately 1.8 acres designated as Tax Lot 2, Block 729 in the Township of Woodbridge, Middlesex County, New Jersey, as shown on Exhibit A.

IV. EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

10. The NFE is bounded to the west by Woodbridge Creek and to the east by land owned by the Consolidated Rail Corporation, or Conrail.
11. The NFE is currently owned by Chevron.
12. Chevron filed litigation on March 26, 1997 against C.P., PAHC, and Legacy Vulcan, among others, in the United States District Court for the District of New Jersey relating to investigation and remediation of contamination at the NFE.
13. On August 14, 1997, after notice to the EPA, Chevron filed an Amended Complaint against the Respondents and others, asserting claims under RCRA (the "Amended Complaint").
14. Each Respondent is a "person" as that term is defined in Section 1004(15) of the Act, 42 U.S.C. § 6903(15).
15. North Field Extension, LLC, whose members are C.P., Legacy Vulcan, and PAHC, was formed in 2002, in anticipation of a transfer of title to the NFE from Chevron to North Field Extension, LLC.
16. In 2007, Chevron effected a subdivision of the NFE.
17. Pursuant to a Settlement Agreement and Consent Order filed on June 23, 2010 in the United States District Court for the District of New Jersey, Civil Action No. 97-1572(DMC), title to the Northern Parcels will be transferred from Chevron to North Field Extension, LLC.
18. Past owners of the NFE, or portions thereof, include Boynton Real Estate Company; Electric Smelting & Aluminum Company; Cowles Chemical Company ("Cowles"); Vulcan Detinning Company ("VDC"); and California Oil Company, a predecessor to Chevron. Chevron acquired the NFE in 1958.
19. From the 1930s until sometime before 1958, as an owner and lessee, Cowles conducted manufacturing operations on portions of the NFE.
20. From 1946 until 1983, Chevron operated an oil refinery ("Perth Amboy Refinery" or "PAR") on a 368-acre site across Woodbridge Creek from, and to the west of the NFE.
21. Beginning approximately 1929, Shell Oil Company and Shell Oil Products Company (collectively "Shell") stored, mixed, and/or packaged petroleum products and other chemicals on the site to the east of the NFE.
22. Beginning on or about 1917, VDC owned property immediately to the north of the NFE. From the early 1900s until 1964, VDC conducted industrial activities, including metal processing operations, on this adjoining property to the north of the NFE.

23. In or about 1964, C.P. purchased from VDC the adjoining property immediately to the north of the NFE. C.P. operated a hazardous waste facility and manufactured various inorganic chemicals on this adjoining site immediately to the north of the NFE. In 2000, C.P. sold the adjoining site immediately to the north of the NFE to the Township of Woodbridge, which is the current owner.
24. At all times relevant hereto, C.P. was a wholly owned subsidiary of PAHC.
25. Three pipelines traverse the NFE along its eastern boundary. These pipelines are currently owned and/or operated by Chevron, Kinder Morgan, and Colonial Pipeline Company. Past owners and/or operators of the pipelines include Stolthaven Perth Amboy, Chevron, and Shell.
26. In 1994, EPA issued to Chevron a Hazardous and Solid Waste Amendments of 1984 permit, I.D. Number NJD081982902 ("Permit"), for its Perth Amboy Refinery property. The Permit required certain actions at various locations on the NFE.
27. Environmental investigations on the Northern Parcels of the NFE have revealed the presence of various hazardous substances within the meaning of the Act. These investigations and the analytical results are described in the March 1, 2005 Remedial Investigation Report North Field Extension Site, prepared by Roux Associates, Inc., in particular at chapters 5 and 8 of that report. Pertinent information contained in that report is summarized in paragraphs 28- 34, below.
28. Dames and Moore undertook an evaluation of a portion of the property on behalf of Chevron in 1975-76. Although limited analysis was performed, elevated chlorides were reported to have been found in the ground water.
29. In 1981, Aqua Survey, Inc. performed soil sampling on behalf of Chevron. Also in 1981, Woodward Clyde conducted a hydro-geological investigation on behalf of Chevron. Elevated levels of chlorides, sulfates, total dissolved solids, total coliform, arsenic, iron, lead, phosphate and manganese were reported in the ground water.
30. Metals and volatile organic compounds were detected in the NFE in analytical results of sampling of soil and ground water undertaken by Environmental Science & Engineering, Inc. ("ESE") for Chevron in 1991.
31. Dan Raviv & Associates ("DRAV") conducted soil sampling on behalf of Chevron in 1992 and additional soil sampling and ground water sampling was performed by DRAV in 1995. Metals, polycyclic aromatic hydrocarbon compounds ("PAHs") and limited inorganics were detected.
32. ESE conducted additional soil and ground water sampling in 1996 on behalf of Chevron. Sample analytical results showed the presence of PAHs and inorganics.
33. In 2002 and 2003, ground water, soil and sediment samples were collected by BEM Systems, Inc. ("BEM") from the NFE. Analytical results showed the presence of volatile organic compounds, total petroleum hydrocarbons and chlorides.

34. Taken together, the analytical results of studies and sampling of the Northern Parcels show the presence of various hazardous substances in the soil and groundwater, many at concentrations that may exceed water quality and health based standards.

V. DETERMINATION

35. Based on the foregoing EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW, and the full administrative record, the Regional Administrator of EPA Region 2, upon receipt of evidence and information that the past and present handling and disposal of hazardous substances at the Northern Parcels may present an imminent and substantial endangerment to human health and the environment, has determined that issuance of this Order is necessary to protect public health and the environment.

VI. ORDER

36. Based on the foregoing EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW and the foregoing DETERMINATION, it is hereby ORDERED THAT:
- A. The Respondents shall undertake and complete all work set forth in the WORK PROGRAM annexed hereto as Exhibit B in compliance with applicable EPA guidance, policies and procedures and in compliance with the terms of this Order.
 - B. Respondents shall fully cooperate with EPA representatives in carrying out the requirements of this Order.
 - C. Respondents shall fully cooperate with each other in carrying out the requirements of this Order, including sharing copies of documents and information, so that each Respondent is informed concerning all matters relating to the Order.

VII. PROJECT COORDINATORS AND NOTICES

37. Within ten (10) calendar days after the effective date of this Order, EPA and the Respondents each shall designate a Project Coordinator ("PC") and an alternate PC who may function in the absence of the designated PC, and shall inform all parties in writing of such designations. The Respondents and EPA each have the right to change the designated PC or alternate PC, and shall inform all parties should such change occur.
38. All notices and communications between Respondents and EPA, and all documents, reports, approvals and other correspondence concerning activities and requirements of this Order shall be directed to and through the respective Project Coordinators.

VIII. FINANCIAL ASSURANCE

39. Respondents, or any one Respondent, shall demonstrate financial assurance for meeting the investigative, remedial and ongoing post-remedial requirements of this Order. The demonstration shall meet the substantive requirements of 40 C.F.R. § 264.143. Respondent(s) shall make such demonstration within one hundred eighty (180) calendar days after the effective date of the Order. In making the demonstration, Respondents shall submit to EPA a cost estimate for the investigative, remedial and post-remedial requirements of the Order. The demonstration of financial assurance shall be for an amount not less than the cost estimate.
40. Financial assurance mechanisms which Respondent(s) may use are those set forth in 40 C.F. R. Part 264 Subpart H. Such instruments shall remain in force until EPA releases Respondents from the financial assurance obligation in writing.
41. The cost estimate for the remaining work required by the Order and the financial assurance demonstration shall be updated by Respondents when requested in writing by EPA, but no more than once a year, or when available information indicates that there may be an increase in the anticipated costs. Respondents may submit a written request to EPA to release or reduce the financial assurance in accordance with 40 C.F.R. Part 264 Subpart H.

IX. RETENTION OF RECORDS

42. The Respondents shall preserve and maintain all records pertaining to this Order and its implementation, including the work performed pursuant to this Order. Each Respondent shall make the above records available to EPA for inspection upon request. Such records shall be maintained while this Order is in effect and for five (5) years following termination of this Order.

X. EMERGENCY PROVISIONS

43. In the event the Respondents identify an immediate and substantial threat to human health and the environment, related to or arising out of conditions in the Northern Parcels, the Respondents shall immediately notify EPA, orally or electronically, and in writing within two (2) business days, summarizing the available information on the immediacy and magnitude of the threat. The Respondents shall thereafter submit to EPA for approval, within fourteen (14) calendar days, a plan to mitigate the threat. EPA will approve or modify this plan, and Respondents shall implement this plan as approved or modified by EPA. In the case of an extreme emergency, Respondents may act as they deem appropriate.
44. If EPA determines that activities undertaken by the Respondents pursuant to this Order, whether or not in compliance with this Order, have caused or may cause a release of a solid or hazardous waste, or may pose a substantial threat to human health and/or the environment, EPA may direct the Respondents in writing to stop further implementation of this Order, or a portion of this Order, for such period of time as may be necessary to abate any such release or threat and/or undertake any action which EPA determines to be necessary.

XI. EFFECTIVE DATE

45. North Field Extension, LLC shall notify EPA of its acquisition of title to the Northern Parcels, and supply evidence of such transfer, as soon as practicable after such acquisition.
46. The effective date of this Order shall be fifteen (15) calendar days after the date on which the EPA Region 2 Administrator signs the Order, which date shall not precede the transfer of title to the Northern Parcels to North Field Extension LLC. EPA will notify Respondents in a timely manner of the date of the signing of the Order by the EPA Region 2 Administrator.

XII. RESERVATION OF RIGHTS

47. EPA expressly reserves, without limitation, all of its statutory and regulatory powers, authorities, rights, remedies and defenses, both legal and equitable, including the right to seek injunctive relief, cost recovery, monetary penalties, or punitive damages.
48. This Order shall not be construed as a covenant not to sue, or as a release, waiver or limitation of any claim, rights, remedies, defenses, powers and/or authorities which EPA has under RCRA, CERCLA, or any other statutory, regulatory or common law authority of the United States.
49. This Order shall not limit or otherwise preclude EPA from taking any additional legal action against the Respondents, jointly or separately, or other parties, should EPA determine that any such additional legal action is necessary or warranted, nor shall it limit any defense available to Respondents in response to such additional legal action.
50. In the event EPA determines that Respondents have failed to perform any portion of the work required by this Order, EPA shall provide written notification of such determination and a description of such noncompliance to Respondents. Respondents shall have ninety (90) days, or such additional time as EPA agrees to in writing, to perform such work. In the event the Respondents fail to perform such work within the appropriate time period, EPA may perform any and all portions of the work as EPA deems necessary to protect human health or the environment. However, prior to performing the work, Respondents may invoke Dispute Resolution procedures contained in this Order to dispute EPA's determination that Respondents failed to perform the work.
51. Notwithstanding compliance with the terms of this Order, Respondents are not released from liability for the costs of any response actions taken by EPA. EPA reserves the right to seek reimbursement from Respondents for any response costs incurred by the United States at the Northern Parcels, including any costs which might accrue from activities subsequent to the effective date of this Order.

XIII. STIPULATED PENALTIES

52. Unless Respondents are excused under the "Force Majeure and Excusable Delay" provisions of this Order, or unless the schedule is adjusted as otherwise provided under

this Order, the Respondents shall pay a stipulated penalty for failure to comply with any requirement, term, or condition set forth in or required by this Order. Respondents shall be jointly and severally liable for such stipulated penalties. The stipulated penalty for each non-complying act is as follows:

<u>Period of Noncompliance</u>	<u>Stipulated Penalty Per Day of Noncompliance</u>
1st day through 14th day	\$250.00
15th day through 30th day	\$500.00
31st day through 60th day	\$1,500.00
61st day and thereafter	\$2,500.00

53. All stipulated penalties shall be paid by cashier's or certified check or electronic funds transfer, payable to the Treasurer, United States of America, and mailed or transferred to: U.S. Environmental Protection Agency, Fines and Penalties, Cincinnati Finance Center, P.O. Box 979077, St. Louis, MO 63197-9000. The payment(s) shall be identified as a stipulated penalty being paid pursuant to this Order and shall reference the Docket Number set forth on the title page of this Order.
54. All stipulated penalties shall begin to accrue on the day each act of noncompliance with any requirement, term, or condition set forth in or required by this Order first takes place. The stipulated penalties shall continue to accrue through, and including, the day on which any failure to comply with such requirement, term, or condition is remedied. Nothing herein shall preclude, or is intended to preclude, the simultaneous accrual of separate stipulated penalties for each separate act of noncompliance with this Order. Penalties shall accrue regardless of whether EPA has notified the Respondents of the act or acts of noncompliance, but need only be paid upon demand.
55. After receipt of a demand notice from EPA for stipulated penalties, the Respondents may, within thirty (30) calendar days of such demand, provide EPA with a written explanation of why they believe the stipulated penalties are not appropriate for the act(s) of noncompliance cited by EPA. Such written explanation shall be sent to: RCRA Programs Branch Chief, U.S. EPA, 290 Broadway, New York, NY 10007-1866. If Respondents elect not to file such explanation, the stipulated penalties shall be paid within sixty (60) calendar days of the date of the demand notice.
56. The Chief of the RCRA Programs Branch of EPA, Region 2 may, in his or her sole discretion, reduce or eliminate such stipulated penalties based on the Respondents' written explanation. If the Chief does not eliminate the stipulated penalties, then EPA will again notify Respondents that the original or reduced stipulated penalties must be paid by the Respondents (the "Second Notice"). All stipulated penalties owed to EPA under this paragraph shall be paid within sixty (60) calendar days of the date of the Second Notice.
57. Interest shall accrue on any stipulated penalty amount not paid when due at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717. EPA's delay or failure to send such notice in no way affects EPA's right to collect such funds, but shall affect the date when such penalties shall be due.

58. If the Respondents fail to pay any stipulated penalties as required under this Order, EPA may refer this matter to the Department of Justice and/or Department of Treasury for collection under applicable law with respect to the Respondents. Nothing in this Section XIII, however, limits, or shall be construed as limiting, any rights or remedies available to EPA to enforce this Order and to seek compliance with the terms and conditions of this Order.

XIV. NON-RELEASE OF OTHER CLAIMS AND PARTIES

59. Nothing in this Order shall constitute, or be construed to constitute, a release from any claim, cause of action or demand in law or equity brought by EPA against any person, firm, partnership, or corporation for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituent, hazardous substance, solid waste, hazardous waste, pollutant, or contaminant found at, taken to, taken from, or emanating from or to the Northern Parcels. Nothing in this Order shall constitute, or be construed to constitute, a satisfaction or release from any claim or cause of action arising as a result of past, current or future operations, ownership or use of the Northern Parcels or adjacent properties by the Respondents, their agents, officials, successors or assigns.

XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

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

XVI. OTHER APPLICABLE LAWS

61. The Respondents shall undertake all actions required by this Order in accordance with the requirements of all local, state and federal laws and regulations, but only to the extent applicable to this remediation. The Respondents shall be responsible for timely application for and diligent pursuit of all permits or approvals necessary to perform the work required by this Order.

XVII. SEVERABILITY

62. If any provision or authority of this Order, or the application of this Order to any party or circumstance is found to be invalid, or is temporarily stayed, the remainder of this Order shall remain in force and shall not be affected thereby.

XVIII. FORCE MAJEURE AND EXCUSABLE DELAY

63. The Respondents shall perform all the requirements of this Order within the time limits set forth, approved, or established herein, unless such time limit is otherwise modified or a scheduling change has been agreed to by the EPA Project Coordinator in accordance

with this Order, or unless the performance is prevented or delayed solely by events which constitute a force majeure event. For purposes of this Order, a force majeure event is defined as any event arising from causes not reasonably foreseeable and beyond the control of the Respondents which could not be overcome by due diligence and which delays or prevents performance by a date required by this Order. Such events do not include unanticipated or increased costs of performance, changed economic circumstances, or normal precipitation events. Nothing in this paragraph 63 shall be construed to prevent Respondents from requesting a modification of the schedule for the granting of necessary permits.

64. Respondents shall notify in writing the EPA PC within ten (10) calendar days after becoming aware of any event which is known, or should be known, to have constituted a force majeure event. A single Respondent may provide notice on behalf of one or more Respondents. Such notice shall provide available information on the event causing or anticipated to cause the delay, the estimated length of delay, including necessary demobilization and remobilization, its causes, measures taken or to be taken to minimize the delay, and an estimated timetable for implementation of these measures. The Respondents must adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall constitute a waiver of the Respondents' right to assert a force majeure and shall be grounds for EPA to deny an extension of time for performance.
65. After receiving notice that the Respondents are invoking the force majeure provisions of this Order, EPA shall respond in writing indicating either EPA's agreement that the event constitutes a force majeure or its disagreement and the reasons therefore.
66. If EPA and the Respondents agree that a force majeure has occurred, the time for performance may be extended, upon EPA approval, for a period equal to the delay resulting from such circumstances or such longer time as EPA determines appropriate. This shall be accomplished through written amendment to this Order or through modification of the schedule in a previously approved work plan. Such an extension or modification will not alter the schedule for performance or completion of any other tasks required by this Order unless these are also specifically altered.
67. In the event that EPA and the Respondents cannot agree that any delay or failure has been or will be caused by a force majeure event, or if there is no agreement on the length of the extension, the dispute shall be resolved in accordance with the Dispute Resolution provisions contained in this Order.

XIX. ON-SITE AND OFF-SITE ACCESS

68. Until this Order is terminated, the Respondents agree to provide EPA and its representatives, authorized designees, employees, agents, contractors, subcontractors, or consultants access at all reasonable times, upon reasonable prior notice to the Respondents, to the Northern Parcels for the purpose of conducting any activity pursuant to the Order, including, without limitation, observation of activities at the Northern Parcels related to performance of the work required by the Order, conduct of sampling or monitoring relating to such work, and verification of information or data relating to this Order.
69. To the extent that work required by this Order must be performed on property not owned or controlled by any of the Respondents, the Respondents shall use their best efforts to obtain permission to gain access to such property to perform such work within thirty (30) days of the date the Respondents become aware or should be aware of the need to perform such work. The Respondents shall also ensure that any agreement between the Respondents and the owner(s) of such property for access shall provide for reasonable access by EPA. In the event that the Respondents do not obtain such permission within the thirty (30) day period specified in this paragraph, the Respondents shall notify EPA, in writing, documenting their best efforts to obtain such permission.
70. Nothing in this Order shall be construed to limit or otherwise affect EPA's right of access and entry pursuant to any applicable laws and regulations, including the Act and CERCLA.
71. Nothing in this Order shall be construed to limit or otherwise affect the Respondents' liabilities and obligations to perform corrective action, including corrective action beyond the Northern Parcels, notwithstanding any lack of access.

XX. POST-REMEDIAL CARE AND INSTITUTIONAL CONTROL

72. Respondents shall establish and carry out post-remedial care and institutional controls at the Northern Parcels, if necessary. The specific measures to be implemented shall be determined as set forth in Exhibit B, WORK PROGRAM, annexed hereto. Alternatively, if approved in writing by EPA, Respondents may utilize an appropriate permit or other enforceable instrument issued by the New Jersey Department of Environmental Protection ("NJDEP") to provide post-remedial care.

XXI. MODIFICATION

73. Except as set forth in the following paragraph, this Order may not be modified or amended except by a signed writing executed by all Respondents and EPA. Any such writing shall first be executed by all of the Respondents, and shall then be executed by the Regional Administrator of EPA, Region 2. The effective date of any such writing modifying or amending this Order shall be the date on which it is executed by the Regional Administrator of EPA, Region 2, or by a date specified in writing by the Regional Administrator or her designee.

74. Notwithstanding the preceding paragraph, EPA's Project Coordinator and Respondents' Project Coordinators may agree to changes in the scheduling of events and to changes in the WORK PROGRAM set forth in Exhibit B. Any such changes must be requested in writing by the Respondents and be approved in writing by EPA's Project Coordinator.
75. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondents will be construed as an amendment or modification to this Order.

XXII. DISPUTE RESOLUTION

76. EPA and the Respondents shall use their best efforts to resolve, informally and in good faith, all disputes and differences of opinion concerning this Order. Notwithstanding the above, if the Respondents disagree, in whole or in part, with any determination or decision made by EPA in connection with this Order, the Respondents, within ten (10) calendar days, shall submit to EPA a written statement of their objections to EPA's determination or decision. The statement shall note that the Respondents are invoking the Dispute Resolution procedures set forth in this Order, shall note the Docket Number of this Order, and shall set forth the specific points of the dispute, the Respondents' position, the basis/bases for their position, and any matters the Respondents consider necessary for EPA's determination. EPA and the Respondents may continue to confer and to use informal efforts to resolve the dispute during the period that EPA's final determination is pending. Within forty-five (45) calendar days of EPA's receipt of the Respondent's written statement, or by such other date as may be agreed upon by the parties, EPA shall provide the Respondents its decision in writing on the pending dispute, and the basis for its decision, which decision shall be binding.
77. The existence of a dispute as defined herein, and EPA's consideration of such matters as are placed into dispute, shall excuse, toll, or suspend during the pendency of the dispute resolution process the compliance obligation or deadline which is in dispute and any other obligation or deadline which is demonstrably dependent on the matter in dispute, and EPA shall not seek to assess a penalty for noncompliance with the obligation or deadline for the period of time during which the obligation or deadline was excused, tolled, or suspended, regardless of the decision on the dispute, unless EPA determines that the dispute was brought in bad faith.

XXIII. TERMINATION

78. This Order and all its terms and provisions shall remain in effect until all the activities and requirements of the Order are completed and Respondents are so notified in writing by EPA ("Notice of Completion"). The Notice of Completion shall be signed by the Regional Administrator of EPA Region 2. Respondents may request that EPA Region 2 provide Respondents with a Notice of Completion, and shall supply such information, including engineering reports and certifications, as EPA may specify. Upon Respondents' request, EPA also will notify Respondents in writing confirming the completion of specific tasks under the Order. In each instance, EPA's determination will be based on the information then available to EPA, including its own inspection, if any, and reports, information and certifications Respondents may provide. After seven (7)

years of post-remedial care, pursuant to Section XX of this Order, Respondents may request that EPA terminate its post-remedial care obligations under the Order.

79. The failure of Respondents to comply with any provision of this Order may be considered a violation of this Order. Such violation may give rise to an enforcement action pursuant to Section 7003(b) of the Act, 42 U.S.C. § 6973(b), as amended by the Debt Collection Improvement Act, 31 U.S.C. Section 3701 *et seq.*
80. Nothing herein shall preclude EPA from taking any additional enforcement actions, and/or such other actions as it may deem necessary for the abatement or prevention of an imminent threat to public health or the environment arising from conditions at the Northern Parcels.

XXIV. TRANSFER OF OBLIGATIONS

81. Respondents shall give notice, and a copy of this Order to any successor in interest prior to any transfer of ownership or responsibility for the Northern Parcels or part thereof. Respondents shall give notice to EPA at least sixty (60) calendar days prior to any such transfer. No such transfer shall in any way alter, extinguish or otherwise affect Respondents' responsibility to meet all the terms and obligations of this Order. Respondents may, however, transfer the responsibility for unperformed obligations imposed by this Order to a new owner/operator of the Northern Parcels, provided there is a demonstration to EPA's satisfaction that the new owner/operator is capable of undertaking these obligations and has expressly agreed to do so in writing, provided further that EPA gives its approval in writing to any such transfer, and provided finally that this Order has been modified, in accordance with Section XXI. **MODIFICATION** herein. Respondents shall give notice to EPA if any Respondent files for bankruptcy.

XXV. CONSENT

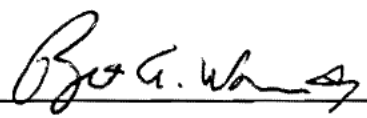
82. The Respondents consent to and agree not to contest EPA's jurisdiction to issue this Order. In addition, Respondents consent to and agree not to contest EPA's jurisdiction to enforce or seek to compel compliance with any term of this Order, whether brought in an administrative or judicial proceeding.
83. The Respondents consent to the issuance of this Order and to its terms, and agree to undertake all actions required by the terms and conditions of this Order. The Respondents consent to the issuance of this Order, as an Order, pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, and explicitly waive any rights they may have to request a hearing on this matter.
84. Respondents neither admit nor deny the EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW contained herein. Respondents enter into this Order On Consent in good faith and the issuance of this Order On Consent is not intended and shall not be construed as an admission relating to violation of any law or regulation or an assumption of liability beyond that expressly stated herein.
85. Respondents agree not to contest the validity of this Order, or any particular provision contained herein in any action brought by EPA to enforce the terms of this Order or to

enforce a judgment relating to this Order, and agree to waive any defenses concerning the validity of this Order or any particular provision herein.

86. Each signatory to this Order On Consent certifies that he or she is fully authorized to sign this Order without reservation.

2013-7305

Administrative Order on Consent, Docket No. RCRA -02-~~2012-7301~~
Signatory Page for North Field Extension, LLC

By: 

Robert A. Wason IV
Signatory's Name (Print)

Title: On behalf of Legacy Vulcan Corp.,
Member of North Field Extension, LLC

Date: September 16, 2011

By: W. D. Glover

W. Dwight Glover
Signatory's Name (Print)

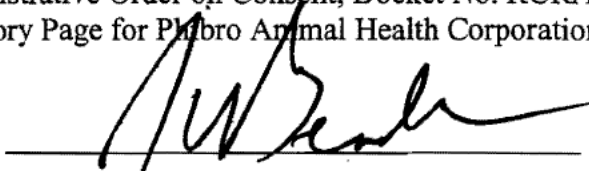
Title: President

Date: 09/12/11

2013-7305

Administrative Order on Consent, Docket No. RCRA-02-2012-7301
Signatory Page for Phibro Animal Health Corporation (f/k/a Philipp Brothers Chemicals, Inc.)

By:



Jack C. Bensheim
Signatory's Name (Print)

Title:

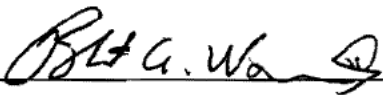
Chairman & President

Date:

09/13/11

2013-7305

Administrative Order on Consent, Docket No. RCRA-02-~~2012-7301~~
Signatory Page for Legacy Vulcan Corp.

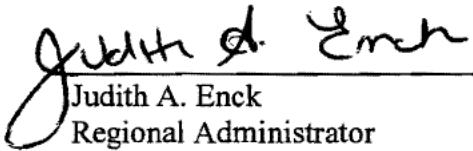
By: 

Robert A. Wason IV
Signatory's Name (Print)

Title: Senior Vice President, General Counsel
and Assistant Secretary

Date: September 16, 2011

It is so Ordered:

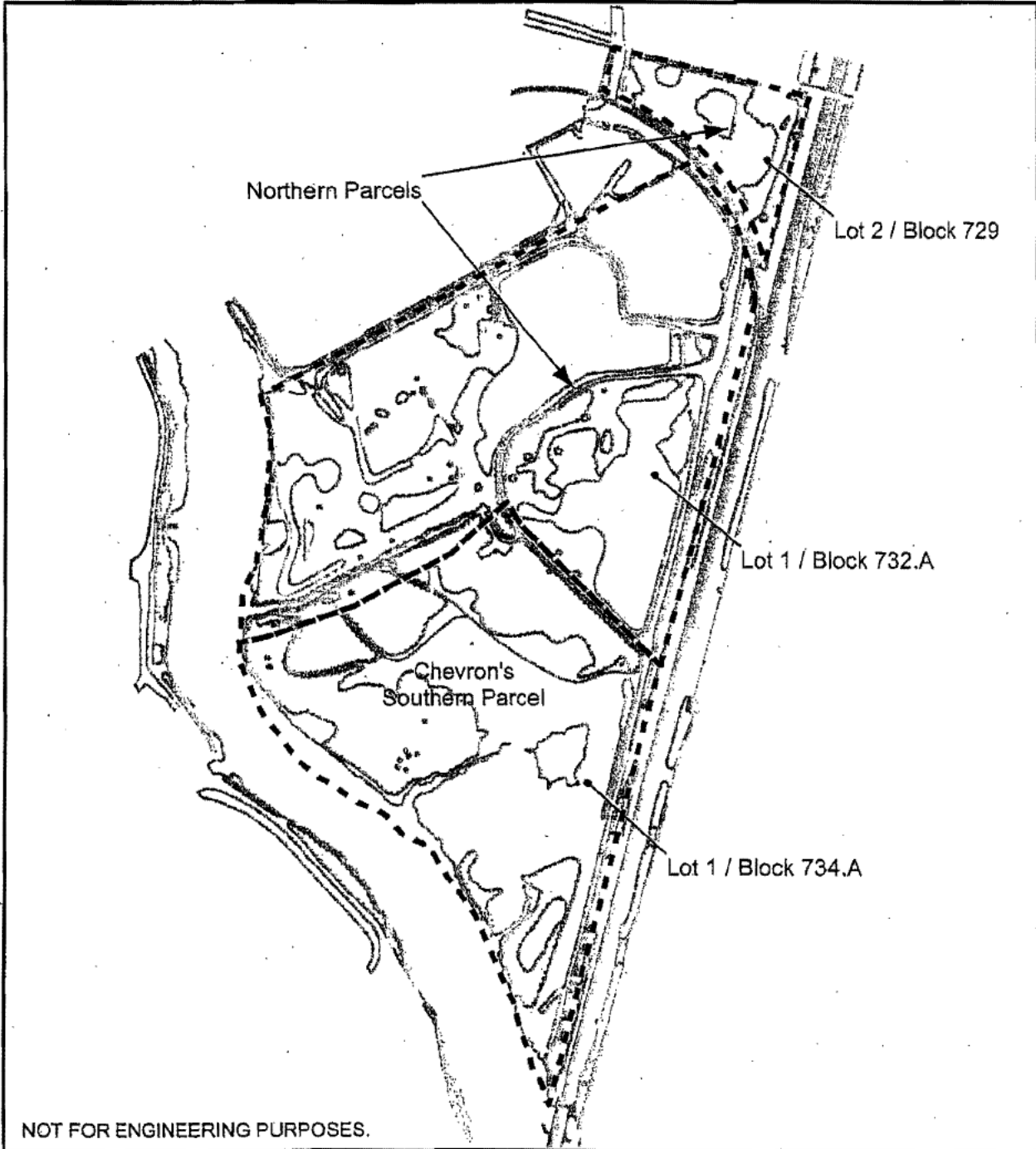


Judith A. Enck
Regional Administrator
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, New York 10007-1866

Date: 9/19/13

EXHIBIT A

SITE MAP
NORTH FIELD EXTENSION



Legend

Approximate Property Boundary

Source:

1. Minor Subdivision Sketch Plat Proposed Lot Line Relocation, Borbas Surveying and Mapping, April 30, 2007.
2. Field survey performed by DPK Surveying on September 17, 2002.
3. Planimetric features mapped using aerial photography flown specifically for this site.



Title:

**SITE MAP
NORTH FIELD EXTENSION**

TOWNSHIP OF WOODBRIDGE
MIDDLESEX COUNTY, NEW JERSEY

Prepared For:

NFE, LLC.

ROUX
ROUX ASSOCIATES, INC.
Environmental Consulting

Compiled by: ST	Date: 06/25/2010
Prepared by: ST	Scale: 1:3,000
Project Mgr: EP	Office: NJ
File No: F1(AP)	Project: 1108.0001.000

FIGURE

1

EXHIBIT B

WORK PROGRAM – NORTHERN PARCELS

1. This Work Program (“Program”) provides the requirements under the Administrative Order on Consent (“Order”) for assessment/investigation of site conditions and the preparation and implementation of appropriate remedial measures at the Northern Parcels. The Program has three phases: (1) an investigation pursuant to a RCRA type process (“Investigation”) to characterize site conditions; (2) a Corrective Measures Study (“CMS”) to explore alternatives and recommend appropriate remedial measures; and (3) a Corrective Measures Implementation phase.

2. Respondents shall prepare and submit a work plan for the Investigation within seventy – five (75) calendar days of the effective date of the Order, including a schedule for completion of the work plan and the submission of an Investigation Report (“IR”). The scope of the work plan may include, but may not be limited to, the following.
 - A. Install temporary well points and soil borings in the MW-26 Area, as referenced in Roux Associates’ Remedial Investigation Report dated March 1, 2005 (“Roux 2005 RIR”), to delineate previous detections of chlorinated volatile organic compounds (CVOCs) in shallow overburden monitoring well MW-26. Conduct screening for CVOCs in the temporary well points and soil borings.

 - B. Install piezometers in the upland and lowland areas of the Northern Parcel to characterize tidally influenced areas and to assess groundwater to surface water/surface water to groundwater interaction. This will be conducted to characterize groundwater flow and determine if there are any potentially affected downgradient receptors. Perform groundwater monitoring and gauging activities to assess groundwater conditions and to establish a background determination for CVOCs in groundwater beneath the Northern Parcel.

 - C. Conduct a soil investigation on the Northern Parcel to characterize the horizontal and vertical extent of potential site related constituents found in the Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs) formerly designated as SWMU Nos. 46 through 49, SWMU No. 50, and AOC-12 by Chevron in connection with its RCRA Permit. These features are now designated as AOC-1 (former SWMUs 46 to 49 and former AOC-12) and AOC-2 (former SWMU-50) as described in the Roux 2005 RIR. The soil investigation will also assess the integrity of the former SWMUs to support closure activities.

- D. Conduct a soil investigation in the area formerly designated as AOC-11 by Chevron in its RCRA Permit (now identified as AOC-3).
- E. Conduct sediment and surface water sampling in the area identified as the "Northeast Pond Area" as described in the Roux 2005 RIR.
- F. Complete wetland delineation on the Northern Parcel and conduct sediment and surface water sampling investigation activities.
3. Respondents shall prepare and submit the IR following approval and implementation of the work plan submitted under paragraph 2 above. The IR will present findings of assessment/investigation activities and summarize site conditions. The IR will provide supporting documentation, including maps and analytical reports/tables, and may include recommendations for additional assessment/investigation activities and/or soil and groundwater delineation, if necessary. Respondents and EPA will consult during the study phase.
4. EPA will review the IR after its submittal, and may approve the IR as submitted, including any recommendations for additional assessment/investigation activities and/or soil and groundwater delineation, or may recommend further changes or additional study and analysis. If required, Respondents will proceed with approved additional delineation, study or modification and will submit a revised IR for EPA approval. EPA will notify Respondents in writing of its approval of the IR or revised IR..
5. Reports, or portions of reports, studies or investigations previously carried out on the subject property may have addressed tasks or portions of tasks required or suitable for the IR. Respondents have advised EPA that they will submit and rely on work that has previously been approved by EPA to fulfill certain requirements of the Order. EPA will accept work which it, or the New Jersey Department of Environmental Protection ("NJDEP"), previously approved and confirms that said work is adequate to address certain items within the Investigation. Respondents will submit or refer to such previous work as part of the IR, and shall include specific reference(s) where it does so, as well as indicating that the previous work was approved by the NJDEP or EPA.
6. The next step after the Investigation is the CMS. Respondents and EPA will consult during the preparation of the CMS, and a mutually agreeable date for submission of the CMS report will be established. Recommended remedial measures shall be submitted to EPA in the CMS report, which shall include a proposed implementation schedule. Research, bench testing and pilot scale studies may be involved to evaluate the field applicability of proposed remedial measures. If appropriate, the CMS report may include a recommendation for no further action for portions of the site.

7. EPA will review and evaluate the CMS report. EPA will consider the recommended remedial measures, and may decide to accept the measures, require additional analyses, or tentatively select alternative remedial measures. The result of this process will be tentatively selected final remedial measures, which will be protective of human health and the environment over time. Respondents may use institutional (e.g., deed restriction) and engineering controls (e.g., capping), if appropriate, as remedial measures.

8. EPA will establish a mailing list, which will include parties that attended the public meeting held prior to the issuance of this Order, and will notify the parties on such list of the availability of the CMS report and the tentatively selected final remedial measures, and EPA will establish a forty-five day public comment period during which interested parties may submit comments on the CMS report and the tentatively selected final remedies.

9. Following the public comment period, EPA, after consultation with the Respondents, will select final remedial measures, and develop an implementation schedule. EPA will notify Respondents in writing of its decisions. EPA also will prepare a Responsiveness Summary to address comments received during the public comment period.

10. Respondents shall implement the remedial measures in accordance with the implementation schedule. EPA and Respondents will consult as the parties deem appropriate during the Corrective Measures Implementation phase. Respondents, upon EPA's request, will prepare and submit progress reports from time to time that document implementation activities and discuss problems that may have been encountered. Once remedial activities are completed, the Respondents will prepare and submit a final Corrective Measures report confirming that corrective measures have been implemented.

11. Respondents shall comply with Section XX, paragraph 72 of the Order concerning post-remedial care and institutional controls, if applicable.

12. During work pursuant to the Order and the Program, herein, Respondents shall follow appropriate Quality Assurance and Quality Control measures that conform to applicable federal guidance.

13. During field work pursuant to the Order and the Program, herein, Respondents shall prepare and carry out appropriate Health/Safety Plans pursuant to applicable federal requirements.