

EXHIBIT 115

STUDY NO. 00 - 00 - 15

APPROPRIATION NO. _____

FILE NO. 261.41

FOLDER NO. _____

SUBJECT: ADMINISTRATIVE CONSENT ORDER (ACO-II)
Clean-up of dioxin and other chemicals from
other than 80 Lister Ave., Newark areas

Date Job Closed: _____

Date Forwarded to Library: _____

Date Microfilmed: _____

Final Disposition:

Transfer to: _____ or Destroy



Diamond Shamrock

Diamond Shamrock Corporation
Engineering Department

2670

RECEIPT

RECEIVED VIA HAND DELIVERY ON THIS DAY OF MAY 2, 1985, ONE COPY OF A REPORT BY DIAMOND SHAMROCK CORPORATION ENTITLED "SITE EVALUATION, 120 LISTER AVENUE."

Michael J. Catania
SIGNATURE/MR. MICHAEL CATANIA

MAY 2, 1985
DATE

BY Debbie Towles
MS. DEBBIE TOWLES

MAY 2, 1985
DATE



Diamond Shamrock

affidavit
Trust agreement
HCO II

January 18, 1985

261.41

Mr. Michael F. Catania
Director, Office of Regulatory Services
New Jersey Department of Environmental Protection
CN-402 John Fitch Plaza
Labor & Industrial Bldg., 8th Floor, Room 803
Trenton, New Jersey 08625

Dear Mr. Catania:

On behalf of Diamond Shamrock Chemicals Company, pursuant to the requirements of paragraph 8 of the Administrative Consent Order, in the Matter of Diamond Shamrock Chemicals Company effective December 21, 1984, please find attached the required Letter of Credit and Stand-by Trust Agreement.

Very truly yours,

DIAMOND SHAMROCK CORPORATION

Wm. C. Hutton
Corporate Director
Environmental Affairs

WCH:nrw

Attachments (2)

bcc: Bruce Brubaker
Ed Masek
Ed Noble
Bob Stauffer
Bob Halden

Diamond Shamrock Corporation
World Headquarters, 717 North Harwood Street, Dallas, Texas 75201 Phone: 214 922-2000

**IRREVOCABLE STANDBY
LETTER OF CREDIT
NO. 54906**

January 18, 1985ch

**Honorable Robert E. Hughey, Commissioner
New Jersey Department of Environmental Protection
CN402
Trenton, New Jersey 08625****Attention: Michael F. Catania, Director
Office of Regulatory Services**

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. 54906 in your favor, at the request and for the account of Diamond Shamrock Chemicals Company, up to the aggregate amount of Four Million U.S. dollars (\$4,000,000), available upon presentation by you of:

- (1) your sight draft, bearing reference to this letter of credit no. 54906, and,
- (2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to the terms of the Administrative Consent Order issued 'In the Matter of Diamond Shamrock Chemicals Company', which became effective on December 21, 1984, and that the Department has complied with Paragraph 8 of said Order."

This letter of credit is effective as of January 20, 1985, shall expire on January 19, 1986 and shall not be automatically renewable but shall be renewable upon reapplication and review only.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Diamond Shamrock Chemicals Company in accordance with your instructions.

This letter of credit is subject to the Uniform Customs and practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

Yours very truly,

INTERFIRST BANK DALLAS, N.A.

By: Richard Prade
Authorized Signature

TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of January 18, 1985 by and between the Diamond Shamrock Chemicals Company, a Delaware Corporation, the "Grantor," and InterFirst Bank Dallas N.A., a national bank, the "Trustee."

Whereas, the New Jersey State Department of Environmental Protection (hereinafter "the Department") has established certain requirements applicable to the Grantor, requiring that Diamond Shamrock Chemicals Company shall provide assurance that funds will be available when needed for performance of remedial investigations and actions at the facility identified herein.

Whereas, the Grantor is required to establish a trust to provide all or part of such financial assurance for the facility identified herein.

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the Diamond Shamrock Chemicals Company and its successors or assigns.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Commissioner" means the Commissioner of the New Jersey Department of Environmental Protection.

Section 2. Identification of Facility and Cost Estimates. This Agreement pertains to the facility and cost estimates identified on attached Schedule A .

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Department. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor, established by the Department.

Section 4. Payment for Remedial Actions Costs. The Trustee shall make payments from the Fund as the Commissioner of the Department shall direct, in writing, to provide for the payment of the costs of remedial actions at the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Commissioner from the Fund for remedial actions expenditures in such amounts as the Commissioner shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Commissioner specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facility, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government.
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity; or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

- (e) To compromise or otherwise adjust all claims in favor or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish the Grantor and the Commissioner a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Commissioner shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Commissioner and the Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Commissioner to the Trustee shall be in writing, signed by the Commissioner or his designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Department hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or the Department, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the Commissioner, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Commissioner, or by the Trustee and the Commissioner if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee and the Commissioner or by the Trustee and the Commissioner, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Commissioner issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of New Jersey.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

Diamond Shamrock Chemicals Company

Attest:

Title:

T. J. Fretthold
T. J. Fretthold
Secretary

(SEAL)

By:

James F. Kelley
James F. Kelley
Vice President

Attest:

D. A. Garrett

Title:

ASSISTANT MANAGER

(SEAL)

By:

Robert Ewing
Vice President - Trust

SCHEDULE A

Estimated Remedial Action Costs

\$4,000,000

1. Brady Iron and Metal, Inc.
55-59 Lockwood Street
Newark, NJ
2. CONRAIL
Newark, NJ
3. Hildemann Industries
Newark, NJ
4. Morris Canal
Newark, NJ
5. Parkway Medians
Neward, NJ
6. Newark Boxboard
Newark, NJ
7. Those sites listed in VII, paragraph 2.0, of Appendix A of the
Administrative Consent Order dated December 21, 1984.

State of Texas

County of Dallas

Before me, Bruce H. Brubaker Notary Public, on this day personally appeared, James F. Kelley, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of Diamond Shamrock Chemicals Company, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 18th day of January, A.D., 1985.



Notary Public

BRUCE H. BRUBAKER
NOTARY PUBLIC
Commission Expires Oct. 20, 1987



marked copy

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF REGULATORY SERVICES
CN 402
TRENTON, N.J. 08625
609-292-2906

MICHAEL F. CATANIA
DIRECTOR

GERARD BURKE
DEPUTY DIRECTOR

FEDERAL EXPRESS

December 19, 1984

261.41.

Mr. William Hutton, Director
Environmental Affairs
Diamond Shamrock Chemicals Company
World Headquarters
717 North Harwood Street
Dallas, TX 75201

Offsites
ACO - II

Dear Mr. Hutton:

Per our discussion of this morning, I am enclosing three (3) originals of the Administrative Consent Order and three (3) copies of all of the attachments thereto, including the Scope of Work.

As we discussed, these documents incorporate all the changes we have agreed to make to date, with the exception of your proposed changes to the Reservation of Rights section. As I have already indicated, these latter changes are not acceptable to the Department.

It is further the position of the Department that the negotiations on this matter have been concluded. The attached documents, therefore, are final documents which should be executed by Diamond Shamrock Chemicals Company, with corporate seal and resolution, by the close of business on Thursday, December 20, 1984. Failure on the part of the Company to so resolve this matter by that time will leave the Department with no other choice but to proceed with appropriate unilateral enforcement action and the implementation of the Scope of Work with public funds. I trust that this will not prove necessary, and that our respective time and efforts will allow us to resolve this matter in an amicable fashion. In any event, please contact me or Jerry Burke to advise us how you wish to proceed.

Sincerely,
Michael F. Catania
Michael F. Catania

Enclosures

New Jersey is an Equal Opportunity Employer



STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 ROBERT E. HUGHEY, COMMISSIONER
 CN 402
 TRENTON, N.J. 08625
 609 - 292 - 2885

IN THE MATTER OF : ADMINISTRATIVE
 DIAMOND SHAMROCK CHEMICALS :
 COMPANY : CONSENT ORDER

The following FINDINGS are made and ORDER is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter "the Department") by Executive Orders No. 40 and 40 D, signed by Governor Thomas H. Kean on June 2, 1983 and October 12, 1983, respectively; N.J.S.A. App. A:9-45; N.J.S.A. 13:1D-1 et seq.; the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.,

FINDINGS

1. On March 13, 1984, the Department and the Diamond Shamrock Chemicals Company (hereinafter "the Company") executed an Administrative Consent Order with respect to the identification and cleanup, by the Company, of dioxin and other chemicals at 80 Lister Avenue in the City of Newark, New Jersey, which Administrative Consent Order (hereinafter "ACO I") is hereby incorporated by reference and made a part hereof, as if set forth at length herein.
2. Since the execution of ACO I, the Department, in consultation with the United States Environmental Protection Agency, has determined that additional remedial action is required at certain specific sites in the City of Newark.
3. In order to identify the specific sites requiring remediation, to determine the extent thereof and to identify the order in which this work should be undertaken, the Department, in consultation with the United States Environmental Protection Agency and the Company, has prepared a Scope of Work for the Newark

100% Recycled

area (hereinafter "Scope of Work") which is attached hereto as Exhibit A.

4. The Company has agreed to implement, subject to the supervision and approval of the Department, this Scope of Work. Therefore, based on the information available to the parties on the effective date hereof, and without admission by the Company of any liability or of any issues of fact or law, the Department and the Company have agreed to execute this Order.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED AND AGREED THAT:

5. The Company shall implement, entirely at its own expense, the Scope of Work. Unless otherwise specifically provided herein, or unless additional time is approved, in writing, by the Department, all activities required by the Scope of Work shall be completed within one hundred eighty (180) days of the final approval, by the Department, of the work plan. On or before December 31, 1984, the Company shall submit to the Department, for its review and approval, a work plan detailing the proposed method and time schedule for implementing the Scope of Work. The Department shall review the work plan and transmit its comments thereon to the Company on or before January 4, 1985. Within fifteen (15) days of the receipt of the Department's comments on the work plan, the Company shall modify the plan as necessary to conform with said comments and submit the modified plan to the Department. After receiving the Department's approval of the modified work plan, the Company shall implement that plan in accordance with the various deadlines contained therein.

The Company shall address the alternatives for the removal or containment, at the Company's expense, of all materials stored at 120 Lister Avenue pursuant to the Scope of Work as part of the feasibility study to be conducted pursuant to paragraph 9 of ACO I. The remedial action plan prepared pursuant to paragraph 10 of ACO I shall also address the removal or containment of such materials. Subsequent to the Department's approval of that remedial action plan, the Company shall implement the additional portion of the approved plan applicable to the removal or containment of such materials.

6. Within five (5) days of the effective date of this Order, the Company shall appoint a Facility Coordinator who shall be responsible for overseeing the implementation of this Order and the activities required herein, subject to the supervision and approval of the Department.
7. The Company shall make its best efforts to provide that the insurance coverage detailed in paragraph 15 of ACO I, including the coverage of the State of New Jersey as an additional insured, is applicable to the complete implementation of the provisions of this Order. To the extent that the Company is unable to provide that such coverage so extends to the provisions of this Order, the Company shall indemnify the State to the same extent that said coverage would have provided the State as an additional insured.
8. Within thirty (30) days of the effective date of this Order, the Company shall increase the irrevocable letter of credit required by paragraph 16 of ACO I by the amount of \$4 million to secure performance of all obligations under this Order. The provisions of paragraph 16 of ACO I shall continue in full force and effect with respect to this increased amount.
9. Within thirty (30) days of the effective date of this Order, the Company shall issue a certified check to the Spill Compensation Fund in the amount of \$200,000.00, and a certified check to the Department, or to the Spill Compensation Fund, as directed by the Department, in the amount of \$125,000.00. Payment of the sum to the Spill Compensation Fund shall represent reimbursement of that Fund and full satisfaction for all amounts paid thereby as of the effective date of this Order as a result of the Department's investigation and remediation of dioxin and other chemicals in the Newark area; payment of the second sum to the Department, or the Spill Compensation Fund, shall represent reimbursement and full satisfaction for all expenses otherwise incurred by the Department as of the effective date of this Order in its investigation and remediation of dioxin and other chemicals in the Newark area. Nothing herein shall be construed to prohibit the Spill Compensation Fund from presenting the Company with any claim or action for reimbursement for expenditures incurred after the effective date of this Order.

Within one hundred eighty (180) days of the effective date of this Order, the Company shall issue a certified check to the Department, or to the Spill Compensation Fund, as directed by the Department, in an

amount not to exceed \$175,000.00, which sum shall cover expenses incurred by the Department in monitoring the implementation of this Order in the 180 days following the effective date hereof. Prior to the issuance of this check, the Department shall provide the Company with an itemized accounting of all expenses incurred up to \$175,000.00. Of this amount, a sum not to exceed \$50,000.00 shall be utilized to cover sampling and analytical costs incurred by the Department in monitoring the implementation of this Order during that 180 day period, and a sum not to exceed \$125,000.00 shall be utilized to cover other costs incurred for such purpose during that period. Nothing herein shall be construed to prohibit the Department from presenting the Company with any claim for reimbursement for expenses incurred in monitoring the implementation of this Order subsequent to such 180 day period.

10. If any event occurs which purportedly causes or may cause delays in the achievement of any deadline contained in this Administrative Consent Order, the Company shall notify the Department in writing within ten (10) days of the delay or anticipated delay, as appropriate, describing the anticipated length, precise cause or causes, measures taken or to be taken and the time required to minimize the delay. The Company shall adopt all necessary measures to prevent or minimize delay.
11. If any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances alleged to be beyond the control of the Company, then the time for performance hereunder may be extended by the Department for a period no longer than the delay resulting from such circumstances, or 15 days whichever is shorter, provided that the Department may grant additional extensions for good cause. If the events causing such delay are not found to be beyond the control of the Company, failure to comply with the provisions of this Administrative Consent Order shall constitute a breach of the Order's requirements. The burden of proving that any delay is caused by circumstances beyond the Company's control and the length of such delay attributable to those circumstances shall rest with the Company. Increases in the costs or expenses incurred in fulfilling the requirements contained herein shall not be a basis for an extension of time. Similarly, delay in completing an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements.

12. No obligations imposed by this Order are intended to constitute an obligation which could be limited or discharged in a bankruptcy proceeding. All obligations imposed by this Order shall constitute continuing regulatory obligations imposed pursuant to the police powers of the State of New Jersey, intended to protect the public health, safety and welfare.
13. The provisions of this Order shall be binding upon the Company and its independent agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
14. This Order shall take effect upon the signature of the Company, the Administrator of the Spill Fund, and the Commissioner.

RESERVATION OF RIGHTS

This Administrative Consent Order shall be fully enforceable in the New Jersey Superior Court upon the filing of a summary action for compliance pursuant to Executive Order No. 40 (1983), signed by Governor Thomas H. Kean on June 2, 1983; Executive Order No. 40D (1983), signed by Governor Thomas H. Kean on October 12, 1983; N.J.S.A. App. A:9-45; N.J.S.A. 13:1D-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., This Consent Order may be enforced in the same manner as an Administrative Order issued by the Department pursuant to these same statutory authorities and shall not preclude the Department from taking whatever action it deems appropriate to enforce the environmental protection laws of the State of New Jersey in any manner not inconsistent with the terms of this Order; provided, however, that upon the Company's satisfactory compliance with the provisions of this Order, including the complete performance of the Scope of Work with respect to 120 Lister Avenue, the Department shall not require the Company to undertake additional remedial work at 120 Lister Avenue with respect to the presence, as actually known to the Department as of the effective date of this Order, of dioxin (2,3,7,8 - TCDD), or other chemicals, or the chemicals listed in Appendix B; and provided further, however, that upon the Company's satisfactory compliance with the provisions of this Order, including the complete performance of the Scope of Work with respect to each other individual site listed therein, the Department shall not require the Company to undertake additional remedial work at any such site where such compliance and performance has occurred, with respect to the presence, as actually known to the Department as of the

effective date of this Order of dioxin (2,3,7,8 - TCDD) or the chemicals listed in Appendix B.

Diamond Shamrock Chemicals Company

Date: _____

By: _____

James F. Kelley
Vice-President

Date: _____

Witness: _____
Assistant Corporate Secretary

New Jersey Department of Environmental Protection

Date: _____

By: _____
Robert E. Hughey, Commissioner

Date: _____

By: _____
Robert Hunt, Spill Fund Administrator

By their execution hereof, the following parties hereby consent to the undertaking, by the Company, of those remedial actions specified in the Scope of Work, and hereby grant access to their respective properties in the Newark area to the Company, so that it may plan and implement those actions, to the Department, so that it may supervise those actions and otherwise monitor compliance with the terms of this Order, and to the United States Environmental Protection Agency.

Marisol, Inc.

Date: _____

By: _____
Peter Nerger
President

Date: _____

Witness: _____
Corporate Secretary

Brady Iron and Metal, Inc.

Date: _____

By: _____
James Brady, President

Date: _____

Witness: _____
Corporate Secretary

Conrail

Date: _____

By: _____

Date: _____

Witness: _____
Corporate Secretary

City of Newark

Date: _____

By: _____

Date: _____

Witness: _____
Corporation Counsel

Sherwin Williams

Date: _____

By: _____

Date: _____

Witness: _____
Corporate Secretary

Hildemann Industries, Inc.

Date: _____

By: _____

Date: _____

Witness: _____

Newark Boxboard, Inc.

Date: _____

By: _____

Date: _____

Witness: _____
Corporate Secretary

Hug Holdings

Date: _____

By: _____

Date: _____

Witness: _____
Corporate Secretary

Appendix A

SCOPE OF WORK

The following scope of work describes remedial activities which will be undertaken by the Diamond Shamrock Chemicals Company (hereinafter "the Company") for the purpose of removing 2, 3, 7, 8 - TCDD (hereinafter "dioxin"), other chemicals and the chemicals listed in Appendix B from 120 Lister Avenue in the City of Newark, New Jersey and dioxin and the chemicals listed in Appendix B from the following sites in the City of Newark, New Jersey:

- 1) Brady Iron and Metal, Inc.
55 - 59 Lockwood Street;
- 2) CONRAIL;
- 3) Hildemann Industries;
- 4) Morris Canal;

5) Parkway Medians;

(6) Newark Boxboard; and

(7) Those sites listed in VII, paragraph 2.0.

For the purposes of this remedial action, dioxin concentrations of 1.0 part per billion (ppb) shall be considered as the action level except that on certain industrial properties, residual dioxin levels not to exceed 7 ppb may be approved on a case by case basis by the Department. Unless otherwise expressly provided herein, "acceptable levels of dioxin" means levels <1.0 ppb.

For the purposes of this Order, "other chemicals" shall be defined as the United States Environmental Protection Agency's 129 priority pollutants "plus 40" (See Part 1 of Appendix A to ACO I).

The work plan required by paragraph 5 of this Order shall provide for the following:

- Evaluation of existing interim site stabilization measures and implementation of additional interim site stabilization measures, if necessary.

- Public health protection plan.
- Worker health protection plan.
- Safety and industrial hygiene plan.
- Site security plan.
- Compliance plan, New Jersey "Worker and Community Right to Know Act."
- Emergency (fire, evacuation, first aid, medical) action plan.
- Runoff and contaminated water storage, treatment and disposal plan.
- Plan for the prevention of the spread or recontamination of the area via vehicles, personnel, etc.
- Procedures for sampling, identification, and handling protocol.
- Analytical procedures.
- Quality assurance and quality control plan.

The above listed plans and procedures shall conform with those previously developed for 80 Lister Avenue and subsequently approved by the Department as required by ACO I.

I. 120 Lister Avenue

The purpose of this phase of the work is to assure that 120 Lister Avenue is available and prepared to receive the containers of spoils originating off-site.

The work required to prepare 120 Lister Avenue consists of the following:

- 1.0 Each vehicle, tanker or piece of equipment from the unpaved portion of 120 Lister Avenue will be vacuumed to remove the gross dust using a vacuum truck equipped with a HEPA filter. Following vacuuming, the vehicle, tanker or piece of equipment will be washed with high pressure amended water. Collected dust will be considered contaminated, placed in containers and stored on site. Spent water will be accumulated, stored, sampled and discharged following treatment as directed by the Department.
- 2.0 Following the final wash, each vehicle, tanker, or piece of equipment from the unpaved portion of 120 Lister

Avenue will be wipe sampled at two points, one each from the top and undercarriage or bottom. The wipe samples from the first two items receiving treatment will be analyzed for dioxin. One sample taken from a point to be selected by the Department from each of the next two items treated will be analyzed for dioxin. If all samples result in acceptable ($\leq 10\text{ng/cm}^2$) residual dioxin levels, the balance of the items will be considered to have been sufficiently decontaminated without further dioxin analysis.

- 2.1 Upon satisfactory completion of the decontamination procedures, the vehicles, tankers, and equipment will be removed from the site. A polyethylene and geotextile "road" will be laid to provide access for the removal of the vehicles.
- 2.2 The box trailer containing drums of materials will be unloaded. The drums will be vacuumed, washed and staged for disposal prior to decontaminating the trailer. Samples of the contents of the drums will be collected and analyzed for the purpose of waste classification and subsequent disposal.
- 2.3 Those trailers which have deteriorated to the point where they are no longer road worthy may be removed as

scrap metal. This removal operation without post-sampling is subject to the effectiveness of the decontamination procedures with post-sampling as indicated in paragraph 2.0.

2.4 All equipment and material located on the paved portion of 120 Lister Avenue will be studied by selecting twenty (20) pieces of equipment and collecting ten wipe samples. The Department will select the twenty (20) pieces of equipment. Each wipe sample will consist of a composite of two pieces of equipment. If analytical results show acceptable (≤ 10 ng/cm²) residual dioxin levels, all equipment may be presumed clean for removal. If unacceptable (> 10 ng/cm²) residual dioxin levels are detected, decontamination will be conducted as described in paragraph 1 above prior to the removal.

3.0 Conduct a comprehensive site evaluation to determine the levels of dioxin, other chemicals and the chemicals listed in Appendix B. The dioxin analysis portion of this evaluation shall be completed and sent to the Department by February 15, 1985; the remainder of such evaluation shall be completed and sent to the Department by May 1, 1985. The comprehensive site evaluation shall include the following:

3.1 Determine dioxin levels by conducting appropriate tests on all interior and exterior surfaces of all buildings located on 120 Lister Avenue. Four (4) composite samples shall be taken each representing two samples taken from adjacent exterior and interior walls. Two samples one each for the floor and exterior surface of the roof will be taken. All samples will be analyzed for dioxin. If residual dioxin levels ^{0.5 < 7ppb} (>7ppb) are detected, the building(s) on the east boundary of the property will be demolished leaving only the foundation and floor slab, using appropriate methodology, including amended water sprays to eliminate fugitive dust migration. The rubble will be crushed and used as fill on 120 Lister Avenue if masonry or removed to the warehouse west of the hotline to be disposed of as part of the 80 Lister Avenue remediation. The demolition of the building(s) may not begin until written direction is provided by the Department. ←

3.2 Soil Testing

Initial soil samples of all exposed soil surfaces shall be taken to a depth of 24 inches at the nodes of a 50 x 50 foot grid. Specifically, discrete samples will be taken at 0-6", 6"-12" and 12" to 24". Samples will be collected at each node. Fifty percent (50%) of these

samples will be analyzed for dioxin, and 33 1/3% of the samples analyzed for dioxin shall also be analyzed for other chemicals and the chemicals listed in Appendix B. The selection of the ^{nodes} samples for ^{Sampling} analysis will be ← determined by the Department. At three of the nodes for the analyses of other chemicals and the chemicals listed in Appendix B, borings to the depth of the Meadow Mat will be performed. Samples at 2 foot intervals starting at 2 feet below existing grade and extending to the Meadow Mat will be taken and analyzed for dioxin, other chemicals and the chemicals listed in Appendix B. In addition, biased samples shall be taken to depths and at locations determined by the Department. Based upon the analyses of these samples, a determination shall be made, subject to the approval of the Department, regarding the need to conduct further sampling and analysis. The existing "hot spot" will be excavated as directed by the Department prior to initiation of the soil testing program.

3.3 Ground Water

Three ground water monitoring wells shall be installed and samples collected to determine levels of dioxin, other chemicals, and the chemicals listed in Appendix B in the ground water. Locations and depths of monitoring

wells shall be subject to the approval of the Department. If feasible, these ground water monitoring wells will coincide with the location of the soil borings as required by paragraph 3.2. All wells shall be constructed as directed by the Department. Based upon the analyses of these samples, a determination shall be made, subject to the approval of the Department, regarding the need to conduct further sampling and analysis. Ground water flow volumes and directions as a function of depth shall be determined using wells drilled for this purpose.

3.4 Underground Pipes

All below grade sanitary and storm water conveyance systems shall be identified from point of origination to point of off-site discharge. To the extent possible, all below grade piping shall be identified from point of origination to point of termination. To the extent possible, all below grade conveyance systems and piping shall be sampled. The samples shall be analyzed for dioxin, other chemicals and the chemicals listed in Appendix B. Based upon the analysis of these samples, a determination shall be made, subject to the approval of the Department, regarding the need to conduct further sampling and subsequent remedial action.

3.5 Air Monitoring

An ambient air monitoring program in addition to personal ^{and} monitoring shall be established subject to the approval of the Department to collect data for dioxin during any site remediation and preparation work.

3.6 Geotechnical Investigation

All information previously gathered concerning the characteristics of the soil underlying the site, including determination of soil types, depth of soil layers, and soil structure will be provided to the Department.

A review of geotechnical information concerning the site was conducted to determine the need and specifications for structural fill in the area where the sealed containers will be stored. The results of this review will be forwarded to the Department with the dioxin site evaluation report.

4.0 Conduct such soil excavation and other remedial work as may be required to insure that the levels of dioxin remaining onsite do not exceed 7 ppb, and the levels of other chemicals or the chemicals listed in Appendix B do

*Ⓟ
New*

not constitute a significant risk to public health or the environment. The determination as to what levels of other chemicals or the chemicals listed in Appendix B constitute a significant risk to public health or the environment shall be made solely by the Department.

New

Subsequent to the completion of soil excavation and other remedial work onsite, the Company shall install a suitable cap on the site, as approved by the Department, and shall implement land use controls and a monitoring and maintenance program as provided in paragraphs 6.0 and 7.0 of III hereof.

New

5.0 Site Preparation

On or before April 1, 1985, the Company shall complete all activities necessary to prepare the site to receive the containers of all offsite spoils covered by this Scope of Work.

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6.0 All sampling, analysis and remedial work which remains incomplete subsequent to the preparation of the site pursuant to paragraph 5.0 above shall be completed, subject to the review and approval of the Department, following the removal or containment of the spoils pursuant to paragraph 5 of this Order.

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II. BRADY IRON AND METAL/MORRIS CANAL;
CONTAINERIZATION AND REMOVAL OF METALS

This work involves the removal, temporary staging and transportation of the metals and other material in sealed containers from the Brady Iron and Metals site and the Morris Canal to the previously prepared area of 120 Lister Avenue on or before April 15, 1985. The material to be removed includes the quonset hut, office building, trailer, billboard, fence, scrap metal and miscellaneous materials as listed in the "Brady Metals Site Inventory" attached.

The work required to remove the metals from the Brady Site consists of the following:

- 1.0 Collect all scrap metal on the site, place the scrap into sealed containers and transport to 120 Lister Avenue.
- 2.0 Collect all miscellaneous materials listed in the "Brady Metals Site Inventory", place into sealed containers and transport to 120 Lister Avenue.
- 3.0 The quonset hut, office building and storage trailer will be cleaned of gross contamination by vacuuming using a vacuum truck connected to a HEPA filter. Dust

collected will be considered contaminated and will be placed into sealed containers for transport to 120 Lister Avenue.

- 4.0 The quonset hut and storage trailer will be removed by cutting both into sections that will fit into a sealed container, which will be transported to 120 Lister Avenue. The office building will be demolished, placed in sealed containers, and transported to 120 Lister Avenue. During demolition of the buildings, amended water sprays will be used to reduce fugitive dust.
- 5.0 The billboard will be dismantled using a crane located in a clean area, cut into sections, placed in sealed containers, and transported to 120 Lister Avenue.
- 6.0 Sections of the existing fence shall be removed as necessary to allow equipment access to the site. In such an event, the old fence will be disposed of in containers and transported to 120 Lister Avenue and new fence erected to maintain a fully secured site. New fence sections will have geotextile fabric to reduce fugitive dust migration.
- 7.0 The feasibility of decontaminating the crane located on the Brady site will be investigated. If decontamination

is economically feasible, the crane will be decontaminated, and sampled to demonstrate the success of the decontamination.

8.0 Unless otherwise indicated by the department, all vehicles and equipment used to remove materials from the Brady site will be decontaminated and sampled to demonstrate the success of the decontamination prior to being removed from the site. Access for such removal shall be provided by a polyethylene and geotextile "road" which will then be placed in sealed containers and transported to 120 Lister Avenue.

9.0 The gunnite curb and the filter system located in the northwest corner of the site will remain intact until the affected soil is excavated. Operation and maintenance of the filter system will be assumed by the Company. Within two weeks of the execution of this Order, the Company shall conduct an initial inspection and perform such maintenance of the filter system as may be required. The influent and effluent of this system shall be sampled at the direction of the Department. If the results of those samples indicate levels of dioxin greater than 0.1 ppb, the Company shall within five (5) days take the necessary measures to eliminate the discharge.

III. BRADY IRON AND METALS, HILDEMANN INDUSTRIES, MORRIS
CANAL AND CONRAIL;
CONTAINERIZATION OF CONTAMINATED SOIL

This work is to remove soil contaminated by unacceptable levels of dioxin and the chemicals listed in Appendix B from the areas identified below, on or before May 15, 1985, such that the levels of dioxin and the chemicals listed in Appendix B remaining on the sites following the removal do not constitute a significant risk to public health or the environment. The determination as to what levels of the chemicals listed in Appendix B constitute a significant risk to public health or the environment shall be made solely by the Department. The areas include segments 11, 12, 13, 14, 15, 16 and 17 of the Conrail right-of-way, as well as the Brady property, Hildemann property and the Morris Canal outside the Brady fence.

Different

The work required to remove the contaminated soil consists of the following:

- 1.0 Establish and maintain a clean area in which suitable sized sealed containers can be located without contact between the exterior surfaces of the container and the affected soil.

2.0 Prior to soil excavation as stated in paragraph 3.0 below, borings will be taken at eight (8) locations in the areas of excavation listed in Table 1 as directed by the Department. These borings shall be conducted to a depth of five (5) feet and discrete samples taken at one foot intervals at 12" to 24", 24" to 36", 36" to 48" and 48" to 60" intervals. In addition, 12 biased samples shall be taken to depths and to locations determined by the Department. These samples shall be analyzed for *add* dioxin, other chemicals and the chemicals listed in Appendix B. Based upon the analysis of all of the above samples, a determination will be made, subject to the approval of the Department, regarding the need to conduct further sampling and analysis.

2.1 If analysis of the above samples indicates unacceptable levels, as determined by the Department, of other chemicals, excluding the chemicals listed in Appendix B, the Department may delay soil excavation pending consideration of the necessity of the removal of such other chemicals, which, if necessary, shall be undertaken at no cost to the Company, and such delay shall not constitute a violation of any provision hereof.

3.0 Excavate soil from the Brady site, Hildemann site and the Morris Canal, load into sealed containers and transport to 120 Lister Avenue as indicated in the following table:

TABLE 1 - ESTIMATED DEPTHS AND AREA

LOCATION OF AFFECTED SOIL	AREA	x	DEPTH	=	VOLUME
	(SF)		(FT)		(CF)
<u>Morris Canal Outside</u>					
<u>Fence</u>	11,000		1-2		11,000 - 22,000
	4,500		1-2		9,000 - 18,000
<u>Hildemann Property</u>					
	7,000		1-2		7,000 - 14,000
<u>Brady Metals Site Within</u>					
<u>Fence</u>	18,000		1-2		18,000 - 36,000
	12,000		1-2		12,000 - 24,000

This table indicates area(s) and depth(s) that are estimates which may vary and final extent of area(s) and depth(s) to be excavated will be as directed by the Department.

3.1 Excavation and Soil Testing

Excavation will proceed as follows:

A back hoe with a 36" bucket, or other suitable equipment, will be used. Soil will be piled for removal by a front-end loader in^{to} the sealed container. As a ²⁵⁰⁰250-sq.ft area (50-ft. x 50-ft.) is excavated, the corners of the area will be sampled for dioxin and the area covered with geotechnical fabric. Excavation will proceed to adjacent areas. Amended water will be sprayed on the ground to reduce fugitive dust migration. After the excavation of a 50' x 50' foot square, the four corners will be sampled to a depth of one (1) foot.

Specifically, discrete samples will be taken from the top 3" and bottom 3 inches, composited and analyzed for dioxin.

3.2 Analysis will be performed on an expedited basis for TCDD. If the results of the analysis demonstrate the concentration of TCDD at the four corners of the 50-ft. x 50-ft. area are <1 ppb, the area will be back filled, subject to the approval of the Department, as provided in paragraph 2.1, with clean fill compacted in 8" lifts and recovered with geotechnical fabric.] OK

Excavation, analysis, and back fill will proceed continuously over the site with excavation to 1-ft. or 2-ft. as indicated in Table 1 in paragraph 3.0

If the analysis of any of the four corners of a 50-ft. x 50-ft. area are > 1 ppb TCDD then the Company will implement one of the following options:

The entire 50-ft. x 50-ft. segment may be excavated an additional 1-ft. and the analysis repeated until an acceptable TCDD level is established; or

Additional samples may be taken radially from the high sample to establish the perimeter of the high level and that reduced area excavated. After excavation, the same radial points will be re-sampled. If the TCDD concentration is <1 ppb, the area will be back filled, as in 3.2 above.

3.3 After the site is excavated and back filled, as indicated above, the level of personnel protection required will be reduced to "Level D" based upon written approval by the department. The site will be graded using standard civil construction methods to provide controlled run-off and a 4" asphaltic paving material will be applied to the site.

All clean fill material introduced into the site will be presampled for dioxin and other chemicals and the

chemicals listed in Appendix B as directed by the Department.

3.4 Ground Water

Three ground water monitoring wells will be installed after excavation and samples collected to determine levels of dioxin, other chemicals and the chemicals listed in Appendix B in the ground water. In addition, during the drilling of the wells, soil samples will be taken for the full depth of the well at two foot intervals. These soil samples will be analyzed for dioxin, other chemicals and the chemicals listed in Appendix B. The locations and depths of monitoring wells shall be subject to the approval of the Department. All wells shall be constructed as directed by the Department.

3.5 Air Monitoring

An ambient air monitoring program in addition to personal^{ne} monitoring shall be established subject to the approval of the Department to collect data for dioxin during any site remediation and preparation work.

3.6 Geotechnical Investigation

Boring logs ^{including} indicating the characteristics of the soil underlying the site, including determination of soil types, depth of soil layers, soil structures and soil texture shall be provided to the Department upon completion of the borings.

Ground water flow volumes and directions as a function of depth shall be determined using wells drilled for this purpose. If appropriate, the ground water monitoring wells mentioned in paragraph 3.4 above shall be used for this purpose.

3.7 Within thirty (30) days of completion of the sampling and analysis required by paragraphs 2.0, 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 as determined by the Department, the Company shall submit an action report detailing the results of the site evaluation and remedial action program to the Department for its review and approval. Within fifteen (15) days of receipt of the Department's comments on the report, the Company shall modify the report as necessary to conform with said comments and submit the modified report to the Department.

3.8 If the sampling conducted under paragraph 3.2 indicates unacceptable residual contamination, as determined by the Department, of (1) dioxin (2) other chemicals or (3) the chemicals listed in Appendix B, subject to the provisions of paragraph 3.9 and the approval of the Department, the following paragraphs shall apply.

The area(s) will be covered with an impermeable membrane. The membrane will be covered with a layer of geotechnical fabric. This fabric will then be covered with fill and the area filled to grade with clean fill compacted in 8" lifts. Absent any indication that the integrity of the membrane has been breached, or that the fill has been otherwise contaminated this fill may be treated, in the event of re-excavation as uncontaminated.

3.9 If the approved site evaluation report indicates unacceptable residual contamination of dioxin or the chemicals listed in Appendix B, the Company shall, (1) within 30 days of receiving the Department's final approval of the report, conduct such additional soil excavation, as provided herein, as may be necessary to remove such contamination, or (2) within 60 days of receiving the Department's final approval of the report, conduct and submit a feasibility study to the Department

for public hearing and approval. The feasibility study shall identify and evaluate all potentially viable remedial action alternatives for the sites. The feasibility study shall include a comparison of all such alternatives as to environmental and public health impacts, degree of confidence in success, time required for implementation and costs, including operation and maintenance costs. The feasibility study shall recommend the remedial action alternative deemed best suited to remove the dioxin and the chemicals listed in Appendix B from the site such that the levels of dioxin or the levels of the chemicals listed in Appendix B remaining on the site following the removal do not constitute a significant risk to public health or the environment. The determination as to what levels of dioxin or the chemicals listed in Appendix B constitute a significant risk to public health or the environment shall be made solely by the Department. If the feasibility study concludes, and the Department agrees, that the removal of the dioxin and the chemicals listed in Appendix B is not practicable, the feasibility study shall recommend the remedial action alternative deemed best suited to contain the dioxin and the chemicals listed in Appendix B on-site in such a manner that the potential for public contact or migration into the

environment is and will be eliminated to the maximum extent technically practicable.

All remedial action alternatives shall be subjected to an initial screening to narrow the list of potential remedial action alternatives for further detailed analysis. The following criteria shall be used in the initial screening of alternatives: (1) environmental and public health impacts, (2) engineering feasibility and reliability and (3) cost including operation and maintenance costs. Subsequently, a more detailed evaluation shall be conducted of the alternatives that remain after the initial screening. The detailed analysis shall include:

- a. A refinement and specification of each alternative in detail, with emphasis on use of established technology;
- b. An evaluation of each alternative in terms of engineering implementation including feasibility, reliability, and constructability;
- c. An assessment of each alternative in terms of the extent to which it is expected to effectively mitigate and minimize damage to, and provide maximum protection of public health and welfare and

the environment, relative to the other alternatives analyzed;

- d. An analysis of any adverse environmental impacts, methods for mitigating these impacts and costs of mitigation;
- e. A detailed cost estimation of each alternative including engineering costs, construction costs, operation and maintenance costs and distribution of costs over time; and
- f. A time schedule for implementation of each alternative.

4.0 Within forty-five (45) days after approval of a remedial action alternative by the Department, the Company shall submit to the Department, for its review and approval, a detailed remedial action plan including a time schedule and any necessary engineering designs to implement the approved alternative. Within twenty (20) days of receipt of the Department's comments on the remedial action plan, the Company shall modify the plan as necessary to conform with said comments and submit the modified remedial action plan to the Department. After receiving the Department's final approval of the

remedial action plan, the Company shall implement the plan in accordance with the approved time schedule.

5.0 If the removal of the dioxin or the chemicals listed in Appendix B from the site is not practicable, the Company shall implement permanent land use controls which will insure that public access to the site or the disturbance of the dioxin or the chemicals listed in Appendix B contained on the site will be prohibited to the maximum extent practicable. After implementing the approved remedial action alternative to contain the dioxin and the chemicals listed in Appendix B on-site, the Company shall implement, after receiving the Department's approval, a maintenance program to insure the integrity of the remedial action and a monitoring program to detect and measure any migration of dioxin or the chemicals listed in Appendix B into the environment. At any time, the Company may apply to the Department for approval to discontinue or modify either program. The determination as to whether either program shall be discontinued or modified shall be made solely by the Department, based upon the monitoring results and current scientific information.

6.0 If the removal of the dioxin or the chemicals listed in Appendix B from the site is not practicable and the

results of the monitoring and maintenance programs undertaken pursuant to section 5.0 above indicate migration of dioxin or the chemicals listed in Appendix B into the environment at levels which constitute a significant risk to public health or the environment, the Company shall, within one hundred eighty (180) days after the discovery thereof, submit to the Department, for its review and approval, a remedial action plan including a time schedule to prevent and correct said migration. After receiving the Department's approval of said plan, the Company shall implement the plan in accordance with the approved time schedule. Prior to the preparation and implementation of such plan, the Company, subject to the approval of the Department, shall take such interim measures as are necessary to control or minimize said migration.

- 7.0 The railroad ballast and ties will be removed, loaded into sealed containers, and transported to 120 Lister Avenue. The railroad bed will be excavated to depths as indicated by the Department and shown in Table 2.

TABLE 2 - ESTIMATED DEPTHS AND AREAS

	AREA X	DEPTH =	VOLUME
	(SF)	(FT)	(CF)
<u>CONRAIL R.O.W. Outside Brady</u>			
<u>Fence</u>			
From Brady Fence west through Segment 11	80,000	1'-2'	80,000 - 160,000
Adjacent to Brady Metals Fence	8,000	1'-2'	8,000 - 16,000
Adjacent to Brady Metals Fence	6,000	1'-2'	6,000 - 12,000

Post sampling will be done to demonstrate that acceptable levels of dioxin, other chemicals, and the chemicals listed in Appendix B have been achieved. Specifically, a total of 30 samples will be collected along the segments for dioxin analysis. Fifteen of these samples will be analyzed for dioxin, other chemicals, and the chemicals listed in Appendix B. The exact location of the samples will be determined by the Department. Samples will be composite of the 0-3" and 9-12" depth. The rails will, at the option of the Company, either be decontaminated on site with water/trisodium phosphate solution, or placed into sealed containers and transported to 120 Lister Avenue. Backfilling of the

railroad will be with select structural fill compacted in 8" lifts. The railroad will be relaid using new ties and ballast and the decontaminated, new or reconditioned rails.

8.0 Remove fencing as necessary to permit equipment access. The removed fencing will be loaded into sealed containers and transported to 120 Lister Avenue. New fencing with geotechnical fabric will be erected prior to excavation and backfilling in clean areas.

9.0 Storm sewer catch basins and lateral sewers will be cleaned from Esther Street to ⁰⁶ Lookwood Street. All removed material will be considered contaminated and will be placed in containers and transported to 120 Lister Avenue.

IV. - PARKWAY REMEDIAL AND SOIL REMOVAL ACTIVITIES

The purpose of this work is to:

1.0 Define the extent of contamination along parkway medians.

2.0 Define the depth of cut necessary to remove the contamination.

3.0 Remove the contaminated soil and/or broken cover material.

4.0 Resod the parkways, with possible alternates of hydroseeding or hard surfacing.

The Company shall complete all parkway remedial and soil removal activities on or before April 15, 1985, except as otherwise provided in paragraph 5.6. The Department has identified twelve areas, listed in Appendix E, which require remedial action.

5.0 In addition, there are 9 areas that require sampling to delineate the extent of action necessary. These are as follows: Cornelia Street, Waydell/Foundry Street, Fairmont Chemical, Intercity Steel, Ferry St. in front of the N.J. Transit Facility, the Conrail tracks east of Lockwood Street, Sherwin Williams rail spurs, heliport (Hug Holdings) and Conrail tracks running north-south from Lister Avenue to Euclid Avenue.

5.1 Perform the extent sampling identified by the Department. In the event that any of the samples show unacceptable levels of dioxin, or the chemicals listed in Appendix B, the Company shall submit a detailed work plan to remediate such levels to the Department for its

review and approval. Within fifteen (15) days of receiving the Department's comments on the work plan, the Company shall modify the work plan as necessary and submit the work plan to the Department. Upon receipt of the Department's final approval of the work plan, the Company shall implement the plan in accordance with the approved time schedule.

- 5.2 Prior to removal of medians, one sample each will be taken from four parkway median sites at a 6 inch depth. Each sample shall be collected ~~for~~^{from} the depth of 6 to 8 inches. These samples shall be analyzed for dioxin, other chemicals, and the chemicals listed in Appendix B. If the results of these samples indicate acceptable levels of dioxin and the chemicals listed in Appendix B, the depth of the median excavation will be 6".
- 5.3 After determining the extent of parkway to be excavated and the depth of the excavation to be made, as provided in section 2.0 above, excavate the parkways, load into sealed containers and transport to 120 Lister Avenue.
- 5.4 The parkways will be excavated from the most remote site from 120 Lister Avenue first to the closest sites last.

- 5.5 Lockwood Street, Lister Avenue is the transport routing to be used.
- 5.6 Lockwood Street parkways will be removed last, following the completion of the Brady Site action.
- 5.7 Excavated parkways will be raised to grade with topsoil and resodded.
- 5.8 There may be special cases where macadam or concrete will be used in lieu of topsoil and sod. The basic approach shall be to replace with like material.

V. - NEWARK BOXBOARD

The work necessary to complete this phase of work is as follows:

- 1.0 Take wipe samples from previously unsampled containers on site.
- 2.0 If dioxin contamination is found and decontamination is deemed economically feasible, containers will be decontaminated and post sampled to demonstrate success in accordance with paragraphs 1.0 and 2.0 of I herein.

- 3.0 Provide notification to the owners of the equipment (SCA and Brady) of the date when access will be available.
- 4.0 Lay a polyethylene and geotextile "road" onto the site to provide access for the owners to remove their materials.
- 5.0 Following removal of the equipment, excavate 6" of exposed soil, containerize the soil and transport to 120 Lister Avenue. All existing foundations, walls and slabs both cement and asphalt will be vacuumed using a HEPA filter.
- 6.0 Perform post sampling at four locations, selected by the Department, in the manner outlined in paragraph 2.0 of III, to determine effectiveness of remedial action. If acceptable levels of dioxin are indicated by the post sampling, the site will be capped with 4" crushed stone,
- 7.0 If acceptable levels of dioxin and the chemicals listed in Appendix B are not indicated by the post sampling, perform such additional excavation as directed by the Department, followed by post sampling to demonstrate success.

- 7.1 An ambient air monitoring program in addition to personal monitoring shall be established subject to the approval of the Department to collect data for dioxin during any site remediation and preparation work.

VI. - STORING CONTAINERS ON 120 LISTER AVENUE

This work involves receiving and stacking the containers at the previously prepared area of 120 Lister Avenue. This storage will be of an interim nature, therefore, the containers must be stored in such a manner that they will be easily retrievable.

The work required to store the containers will consist of:

- 1.0 Mobilize a crane on the 120 Lister Avenue to lift and stack the containers.
- 2.0 Remove the containers from the transport vehicles and place into stacks of three or fewer containers.
- 3.0 Prior to accepting a container for storage, make sure that the container is properly sealed and secure.

- 4.0 Inventory and mark each container and file records in accordance with interim RCRA regulations, 40 CFR Part 775J and N.J.A.C. 7:26-1.1 et seq.

VII. MISCELLANEOUS

- 1.0 Expand the round-the-clock security service currently required at 80 Lister Avenue to patrol each location affected by this scope of work, until the completion of work, as approved by the Department, at each locaiton.
- 2.0 Perform or fund such additional soil excavation work to remove dioxin concentrations >1ppb, or, subject to the approval of the Department, to contain such concentrations, based upon the results of additional sampling to be conducted in the Newark area by the U.S. Environmental Protection Agency, the Department, or by the Company. These areas are as follows: Cornelia Street, Waydell/Foundry Street, Fairmont Chemical, Intercity Steel, Ferry St. in front of the N.J. Transit Authority Facility, and the Conrail Tracks east of Lockwood Street "Segment 9", Sherwin Williams rail spurs, heliport (Hug Holdings) and Conrail tracks running north-south from Lister Avenue to Euclid Avenue, as well as those residential properties in the City of

Newark, to be sampled by the U.S. Environmental Protection Agency, in that area depicted in Appendix C.

3.0 Perform post-remedial surface street sampling, not to exceed 44 composite samples, to be taken in a manner and location to be determined by the Department.

4.0 Perform post-remedial street cleaning or washing in the area covered by this Scope of Work, as follows:

Lister Avenue from Chapel Street to Lockwood Street;
Lockwood Street from Lister Avenue to Raymond Boulevard
Raymond Boulevard from Lockwood Street to Chapel
Street

Pulaski Skyway offramp from Lockwood Street to
Raymond Boulevard;

Chapel Street from Raymond Boulevard to Lister Avenue;
Albert Avenue from Chapel Street to Lockwood Street;
Cornelia, Catherine, Joseph and Esther Streets from
Lister Avenue to Euclid Avenue; and

Euclid Avenue from the Conrail tracks (Manufacturer's
Branch) to Lockwood Street

(See Appendix D)

N 88° 40' 00" E 807'

LOT 6
BLOCK 2406

W/1 ROSENBLUM HEIDENAY CO

THICK
BUILDING

CORNELL
CLEANUP AREA

MANUFACTURERS
CLEANUP AREA

LOT 9
BLOCK 2406
0.504 ± AC.

BRADY METALS
CLEANUP AREA

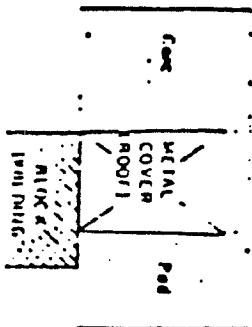
W/1 BRADY INDOOR AIR
CLEANUP AREA

NORRIS CANAL
CLEANUP AREA

HIDDEMANN PROPERTY
CLEANUP AREA

LOT 32
BLOCK 2407
0.853 ± AC.

W/1 MIL DEWMANN INDUSTRIALS
INDUSTRIAL



165' OFF
RAMP

W/1 MIL DEWMANN INDUSTRIALS
INDUSTRIAL

TRUCK
CRANE OR
CONTAINER
SERVICE

BRADY IRON AND METAL, INC.

55-59 LOCKWOOD STREET • NEWARK, N. J. 07105

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AND

October 24 1983

TO WHOM IT MAY CONCERN:

This is to certify that authorized representatives of the New Jersey Department of Environmental Protection, The United States Environmental Protection Agency, and Brady Iron and Metal, Inc. were present during the taking of the following Inventory of the assets of Brady Iron & Metal, Inc. located at 55-59 Lockwood Street, Essex County, Newark, New Jersey 07105, on Saturday October 22, 1983.

The taking of this inventory was witnessed by the New Jersey Department of Environmental Protection site manager and was recorded by Brady Iron and Metal Inc. personnel.

The conditions and safety requirements in effect on the site at the time of this Inventory were less than ideal but it is felt to be as true an accounting as was possible at the time.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Charles Trent
By: Site Manager OSC.

U.S. ENVIRONMENTAL PROTECTION AGENCY

John Witkowski
By: Site Manager OSC

BRADY IRON AND METAL, INC.

James J. Brady III
James J. Brady III, President

BRADY IRON AND METAL, INC.

Andrew Kotton
Andrew Kotton, Manager

TRUCK
CRANE OR
CONTAINER
SERVICE

BRADY IRON AND METAL, INC.

88-88 LOCKWOOD STREET • NEWARK, N. J. 07108

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BRADY IRON & METAL INVENTORY

October 22, 1983

MAIN YARD: Scrap Metal

- 2,500 lbs. Monel Column
- 23,000 lbs. Unprepared Stainless Steel - *if light gauge*
- 5,600 lbs. Stainless Steel Clips - *ok*
- 70,000 lbs. Cast Iron
- 38,000 lbs. Unprepared No. 1 Steel *ok* *along heavy pipe*
- 8,000 lbs. Unprepared No. 2 Steel *ok*
- 14,000 lbs. No. 1 Steel *depends*
- 48,000 lbs. No. 2 Steel *depends*
- 50,000 lbs. Lite Iron - *ok*
- 8,000 lbs. Mixed Alum. Sheet & Cast - *ok*
- 400 l-s. Copper Fire Extinguishers - *ok*
- 500 lbs. Alum. Clips - *ok*
- 500 lbs. Alum. Copper Radiators - *ok*
- 600 lbs. Old Zinc Bars - *ok*
- 2,000 lbs. Scrap Batteries - *ok*
- 7,900 lbs. Copper D.C. Motor Fields & Windings - *ok*
- 8,500 lbs. Insulated Copper Wire - *ok*
- 4,000 lbs. Unprepared Steel Condensators - *ok*

USEABLE STEEL & PIPE FOR RESALE

- 20,000 lbs. Structural Steel Beams and 4" pipe
- 1,000 lbs. 8' X 4" Channel Iron
- 3,000 lbs. Structural I and H Beams
- 2,000 lbs. Diamond Plate Sheets 3/16" X 4' X 8'
- 500 lbs. Aluminum Diamond Plate Sheets
- 6,000 lbs. Bar Stock, Round Stock, Steel Sheets, etc.

QUANSET GARAGE: Scrap Metal

- 140 lbs. Brass Pipe
- 250 lbs. #1 Copper
- 1,800 lbs. #2 Copper
- 1,200 lbs. Heavy Yellow Brass
- 1,800 lbs. Composition
- 450 lbs. Irony Composition
- 700 lbs. Lite Copper
- 350 lbs. Radiators
- 500 lbs. Insulated Copper Wire
- 1,200 lbs. Copper Fields

MAIN YARD: Trucks and Material Handling Equipment

1973 Mack DM685SX SN DM6855X1153C License No. XD 86YA
Equipped with new 1983 American 50,000 reeving roll-off hoist

1973 Mack DM 685 SN DM68559308 License No. XRB 90W
Equipped with E/Z Pack 50,000 lbs. winch roll-off hoist and
Harris 100 amp Mobile 2-way Radio

1973 G.M.C. 671 SN TJ190DV535783 License No. XE 46BH
Equipped with Hell 30M Load Luger Hoist

1961 P & H Truck Crane SN C197140Z & 24212 Model 105B License No.
20 Ton Rating. Equipped with 36" Electric Magnet, 7 1/2 KW gc
controller, reostat, and retriever

1960 Clark Forklift Model Y-60
Equipped with Propane Fuel System and Hydrolically Movable
Fork Blades

1950 Spen Utility Trailer SN HA605

1972 GMC 4500 Utility Truck Equipped with Stainless Tanks and
Portable Pumping Equipment

Canton No. 2 Alligator Shear Mounted on 3' Concrete Pad

8 - 3' X 3' X 3' Corragated Steel Stacking Containers
16 - Steel Stacking Containers (Misc. Sizes)
8 - Rotura Type Self-dumping Containers
Spare E-Z Pack 50,000 lb. Winch Roll-off Hoist
Dixie Machine Co. Hammermill W/50 HP General Electric Explosive
Proof Motor
Hydraulic Pallet Jack
2 - Barrel Trucks
100 - Ope- Top 55 Gal. Steel Drums
7 - 100 lbs. Propane Tanks
8 - 33 lbs. Propane Tanks
1 - New Drum Dumper for forklift truck
Single Drum Grabber for forklift
Double drum grabber for forklift
3 - Drums of Chains, Hooks and binders
2 - Aluminum Dock Plates
2 - Rubber Tire Wheel Barrels
Crown Electric Pallet Jack
Automatic Wire Stripper W/motor
Torch Wagon
Clipper Stationary Masonary saw W/Motor
Sears Electric Power Hacksaw W/ Stand and Motor
Miller Portable DC Electric Welder

QUANSET GARAGE: Trucks and Material Handling Equipment

1971 Mack R-600 SN R685T18102 License No. XGK 48J
Equipped with Dempster Dumpster 503C Holst and Harfls 100 Amp
Mobile 2-Way Radio

- 2 - Barrel Trucks
- 7 - House Jacks
- Portable 900 lbs. Balance Scale
- 4' X 4" Platform Scale - Stationary
- Slaters Marsten No. 48 Metal Cleaning Shear
- Drum of cutting torch hoses
- Fairbanks Scale with resistor type beam and printer
- 3 - Steel carts on casters
- E.C. & H 48" Electric Magnet with rebuilt 15 kw DC Generator and Controller
- Portable Suction and Sewer Pump (Slurry-Type)
- Toro Industrial Snow Blower
- Drum of Shackles and Hooks
- 3 Drums Misc. Bars, wrecking tools, pulleys, etc
- 2 Johnson Bars
- 3 - 3' X 3' X 3' Corrugated Steel Stacking Container
- 2 - Electric Cable Wire Retrievers for Magnet
- 3 - Manual 55 Gal Drum Pumps

MAIN YARD: Miscellaneous Material

- 35 Ft Flexible Stainless Steel 4" Tubing
- 8 New Truck Mufflers
- 20 New Automobile Mufflers
- 20' Circular Steel Staircase
- 4 Round Mack Fuel Tanks - New
- P.A. System LoudSpeaker
- Meyer Snow Plow - 6'
- 2 Drums of Used Stainless Steel Valves (600 lbs.)
- Wagner 125 H.P. AC Electric Motor
- Stainless Steel Pump and Motor on Base
- 17 Good Used Truck Tires on Rims (Sizes 10 X 20, 11 X 20, 11 X 22)
- 5 Square Mack Fuel Tanks (New)
- 2 - 55 Gal Drum Tipppers
- 55 Gal Drum Anti-Freeze
- 6 Antique Wrought Iron Gates
- Brass Courthouse Gate
- 4 New Truck Tool Boxes
- 1978 Chevy 6 Cycl. Engine - 17,000 miles
- 1968 Cleveland 351 Engine - 56,000 miles
- 1969 Chevy 327 Medium Duty Engine
- 2 - Ford 460 Engines w/4 Barrel Carbs
- Full set of Trailer Tandem fenders
- Mack B-Model Radiator Shroud
- 2 Mack Fiberglass tilt nose hoods

QUANSET GARAGE: Miscellaneous Material

Steel Anvil
 Dispatches Desk
 Telephone
 Approx. 2,000 electrical outlet boxes (2" X 4") New
 2 Mack R-Model Doors (New)
 Mack B-Model Door (New)
 4 New Wooden 15' Ladders
 Steel Table with Vice-Work Bench
 4 Cases Motor Oil
 15 Gal. Drum Zep Cleaner
 55 Gal. Drum Texaco Anti-Freeze
 55 Gal. Drum Mack Truck Air Brake Chambers (New)
 Wood Box (3' X 3') Mack Front & Rear Brake Shoes (New)
 8 - 11:00 X 22:00 Tires on Rims (New & Recaps)
 Electric Garage Door Opener
 5 - 7 1/2 H.P. Electric Motors
 Wood Box (3' X 3') Chrome Mack Mufflers & Exhaust Pipes (New)
 Wood Box (3' X 3") Chrome Mack Mirrors & Brackets (New)
 3 - Chrome Mack Front Radiator Shutters (New)
 4 - Chrome Mack 4" Mufflers (New)
 8 - Steel Mack Air Chamber Tanks (New)
 200 Feet New Steel Wire Rope 1"
 3 - Mack Twin Disc. Clutches (New)
 4 - Mack Power Steering Boxes (New)
 3 - Mack Air Compressors (New)
 4 - Mack Power Tak Off Units (New)
 2 - Mack Chrome Bumpers
 Kerosene Portable Stove
 Steel Box and Wood Box with Misc. New Mack Truck Replacement
 Parts Plus New Mack Seats & Cushions

OFFICE BUILDING:

Double Executive Size Desk
 2 Padded Swivel Desk Chairs
 Two Drawer File Cabinet (Contents not inventoried)
 3 Visitor Chairs
 2 Pieces Office Furniture (Tables)
 7" Double Door Cabinet (Contents not inventoried)
 6 - Misc. Airplane Pictures
 2 - CO 2 Fire Extinguisher
 2 - Bradford 4000 BTU air Conditioners
 3 - Telephones
 1 - Secretarial Desk - L Shaped
 1 - Swivel Secretaries Chair
 2 - 4 Drawer File Cabinets (Contents not inventoried)
 Kenmore office refrigerator
 6" Double Door Storage Cabinet (Contents not inventoried)
 300 amp. portable battery charger Model 8270
 5 Truck Pictures
 Box with 3 dozen Brady Iron & Metal Hats
 General Electric 5 gal Water Cooler w/freezer
 30 Foot Radio Receiver & Transmitter Antenna

FIXED PHYSICAL ASSETS

- (1) Land: Twenty two thousand one hundred thirty one square feet. Commonly known as Lot 5, Block 2406 on the current tax map in the City of Newark, County of Essex, State of New Jersey. Purchased from Consolidated Rail Corporation October 1, 1981. Deeded to Brady Iron & Metal, and so recorded by the Register's office, Essex County, New Jersey on October 7, 1981.

- (2) One story cinder block office building of approximately 550 square feet, comprising entrance foyer, secretarial and records room, inner office, workers locker room with toilet, separate toilet and basin for offices. Rooms are fully panelled with drop ceiling, drop lighting, and tiled floors. Gas radiator heat supply. Gas hot water heater. Burglar alarm system on doors plus electric eye.

- (3) Howe 50,000 lbs. Platform Truck Scale. Platform size 10 ft. by 22 ft. Balance type register. Wood planked surface.

- (4) Two 8 ft. by 20 ft. Storage Containers equipped as parts storage and repair shop. Fully wire with 110 and 220 electric service. Built in propane heater.

- (5) One 8 ft. by 20 ft. Storage Container used as part storage for trucks. This container was not invent but is loaded with shelving and cabinets containin truck replacement parts.

- (6) Metal quanset garage, size 40 ft. by 40 ft. equip with 14 ft by 10 ft. electric roll-up door and 110 electric service. Separate electrical meter and p board.

- (7) Entire property surrounded by 6 foot cyclone fence topped with 3 strand barbed wire. Two 10 ft. swing gates and a 14 ft. sliding overhead gate.

BRADY IRON AND METAL, INC.

88-88 LOCKWOOD STREET • NEWARK, N. J. 07108

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October 22, 1983

GENERAL INVENTORY

TOOL SHED: 45' X 9' X 8', 110V & 220V 3 phase electric service, fully lighted, with alarms on all opening doors.

THE FOLLOWING IS INTENDED TO BE A GENERAL INVENTORY, AS TAKEN BY ANDREW T. WOTTON ON OCTOBER 22, 1983.

BACK SECTION

10	3	Industrial "Alemete" Grease Guns
5	1	Vent Window and channel 1973 Mack
10	1	Set Mack Air Horns
5	3	Wire Grab Hooks
5	3	Battery Hold Downs Mack (fits 2 groups 4)
5	1	Hand Pump Grease Gun
20	1	Ford Radiator
10	1	Ford A/C Compressor
10	1	Small A/C Unit for automobile or truck
10	4	Chrome 15" Trim Ring Chevy P/U
20	3	5" X 9' Chrome exhaust stacks
10	1	2 Bulb explosion proof florescent fixture
100	1/4	Keg 5/16" X 1 1/2" X 18 thread bolts
40	2	Tool boxes, 1 MT, 1 Containing tow chain
40	1	Box Misc. "Commercial" pump parts
-	1	Push Broom
5	2	Automotive X type lug wrenches
5	1	Custom chrome spoke steering wheel
-	1	6 blade H.D. Cooling fan (Automobile)
10	1	Length 3/8" copper tubing 25 ft. approximately
10	25	Foot 3 wire Romex wiring
5	3	Complete automotive type antennas
-	2	V-belts P & H Crane
150	1	Muncie 4 speed transmission (M-21)
15	1	Ford 302 Starter (High Torque)
10	1	Ford P/U brake vacuum booster
450	3	Kegs Misc. New Nuts & Bolts
15	1	Custom made tool box - for P/U Truck
5	1	Chevy Z-28 Fiberglass hood scoop
5	1	Dry Chemical Fire Extinguisher
5	1	Ford P/U gauge, cluster
5	2	Ford air cleaners

GENERAL INVENTORYBACK SECTION

- 20 2 14" Studded snow tires on rims
 10 1 15" Front Tire on Rim
 - 1 Pipe Snake
 15 1 Box automotive replacement parts (2 alternators, hoses, pul
 1 Blue Standard Plus Ignition Cabinet (2 Levels)
 30 — UPPER LEVEL- Partial listing includes: Trays of misc. grom
 cotter pins, paint filters, tack cloths, gloves
 2 universal joints chevy p/u, other misc. item

- 20 — LOWER LEVEL: 1 - 1/2" Milwaukee drill (Hand Held)
 1 - Brace & Bit Drill
 1 - Spray Cannister for spray gun
 8 - Misc. Industrial paint brushes
 2 - New AC Type G.F-626 Fuel Filter units
 complete with base.
 4 - 6 x 9 Automobile radio speakers
 1 - 5" Round automotive speaker
 1 - 23 Channel CB Converter - Misc. shop manu
 and parts

150 - GREEN STACKING CABINET - 4' x 3' x 4' - Partial listing follows:

- Chevy Replacement Parts (Example: 2 starters, modular dist.,
 1 - Set HDSprings, P/U, Misc.
 1 - 8" Miller Dench grinder - rebuilt.
 1 - Large Bench Vise Green
 (Hardware & replacement parts too numerous
 to list at this time.)

Miscellaneous Items

- 120 3 Milk baskets filled with replacement parts, hoses, hardware
 (too numerous to mention at this time.)
 - 1 Truck X type lug wrench
 5 1 Craftmen Paddle pump & motor set (new)
 5 1 Craftmen, 2 drawer tool box
 30 4 Boxes of office files & receipts
 15 2 Ford supercab rear wing windows complete
 30 1 Box Ford parts - carb. spacer, distributor, misc.
 20 1 Box J clips & Torch regulator gauges.
 20 2 Antique barn door hinges large. Misc. welding & Brasing ro
 35 1 4' x 2' x 1 1/2" 4 shelf cabinet
 60 1 K. H. Hubert Enameling Oven (Lab size)
 Misc. Shelving Brackets
 35 1 Mercedes Benz bumper
 15 20 ft. 1/4" copper tubing
 - 1 Chrome auto air cleaner
 60 1 Deluxe underdash mark IV A/C Unit
 1 Sheet Metal Break Large
 50 1 5 Gal. pall Industrial Cleaner
 1 Gal. battery acid
 50 3 GM Transmission inspection covers
 4' x 4' - Filled with drum &

MISCELLANEOUS ITEMS

- 1001 55 Gal. Drum Hand pump
- 1001 7 Shelf unit 7' x 2 1/2' x 1' - Storage Bin - Partial listing as follows:
 - Electric Joint boxes & Misc. electric parts
 - Oil & Gasoline Additives, Paint thinners
 - 2 Automotive 12 volt batteries
 - 1 Spare Hook small for load lugger
 - 1 Shelf acetylene torch parts, hoses, torches, misc.
- 1001 96 Compartment bolt storage unit - 7 1/2' x 5' x 1' Consisting of nuts, bolts, flat washers, lock washers, specialty bolts, nuts, fasteners, various lengths, threads, & sizes 1/4" up to 5/8" diameter.
- 101 Set plow lights complete with wiring harness & brackets
- 1 Box foam rubber
- 51 Box of waxes, cleaners, polishes, paint
- 153 Boxes Misc. hardware
- 401 Craftsmen Table saw on base
- 2001 20 gal. drum Zep degreaser with hand pump & hand cart
- 102 5 gal. spray applicators
- 252 DC magnet rheostats
- 304 Bolt cutters
- 204 Banding cutters
- 201 CO 2 - 20 lb. fire extinguisher
- 101 Hoist brake band P & H crane
- 52 Caulking guns
- 301 Porto-power
- 501 Spot welder 220 volt
- Misc. pony clamps
- 1 Ind. long torch
- 1001 18 Unit Bolt Storage Bin 7 1/2' x 5' x 1' Partial Listing is as follows:
 - 3 Professional Spray Paint guns, Chain repair parts, cable Hardware, Roll-off hooks, Misc. electric parts, C-Clamps
 - All Various sizes, large nuts, bolts, flat & Lock washers
- 1001 72 Unit Bolt Storage Bin 7 1/2' x 5' x 1' Partial Listing as follows:
 - Drill bits, Machine parts, Misc. truck parts, Brass Fittings, small C-clamps, nuts & Bolts, Bin full too numerous to list at this time.
- 301 Wall Rack - consisting of as follows
 - 3 Comealons , 4 Large nylon rigging straps, 3 binders, Misc. chains
- 403 Pails various brass fittings
- 101 Set Alligator shear jaws
- 252 Boxes misc. tools & Parts
- 101 Milk crate misc. tools

FRONT HALF TOOL SHED

- 1 Wall hanging Ignition cabinet 0" x 3' x 4' - Orange
Partial listing as follows:
- 2 Electric testers, soldering materials, pipe nipple
removers, 2 Impact screw drivers, Numerous other
small tools & Accessories.
- 1 15 Gallon shop vac with 2 hoses
- 1 Atlas floor model drill press (1/2")
- 1 3 HP Air Compressor (Rebuilt)
- 1 5 Gallon pall of Gear Oil with pump
- 2 Brass Air Chucks
- 1 Lawson Propane Heater
- 1 Approximately 10 various size spanner wrenches
- 4 Various size pipe wrenches
- 1 Drum cutter
- 1 10 shelf 7' x 1' x 1 1/2' bin containing various equipment
and shop materials
- 4 1/2" drive brace type speed wrenches
- 1 3 Drawer - 1 shelf green Roller Cabinet - containing drill
bits, punches, chisels, torches, 3/4" drive, sockets to nu
to list at this time.
- 1 Cummins bench grinder
- 1 small portable drill press stand
- 2 Mack Truck electric starters
- 2 Shelving Units together approximately 7' x 12' x 1'
Partial listing is as follows
- 2 50 lbs. boxes welding rods, welding & brasing fluxes, Skih
masonry saw, jigs, wiring, misc. truck & car parts, sand
paper, paint, misc. tools - Contents of shelving too numer
to list at this time.
- 1 Generoc DC generator
- 1 New Tool box for new Roll-off
- 1 2 Ton floor jack
- 1 Industrial shop work bench 12' x 3' x 4'
- 1 Fully calibrated & adj. drill press vise, Misc. screwdrive
sizes types & styles
- 1 Welding Masks & paraphernalia
- 1 Drum misc. bars & hammer heads. Too numerous to mention at
this time.
- 7 Misc. hammers, various styles, types & weights
- 2 Trays of files
- 1 Large grinder (Hosy-Wolf Machine Co.) mounted on pedestal
- 1 Milwaukee hand grinder
- 3 Masons levels various sizes
- 1 Push button telephone
- 1 2 way radio telephone type
- 2 CO 2 - 20 lb. Fire Extinguishers
- 1 9 Bin - 4 drawer unit full of pipe fittings & Misc. parts
too numerous to list at this time.
- 1 House Jack

FRONT HALF TOOL SHED

- 1 Air Conditioner - 110 volt wall unit
- 1 Hydraulic pump for Load lugger - Rebuilt

UNDER WORK BENCH

- 1 Roll-off winch pump rebuilt
- 3 Tool boxes various sizes
- Jumper Cables
- 2 Lead slabs - 50 lb. Approx. each
- Misc. truck parts & paint - Items too numerous to list at this time

- 1 8 drawer small parts Cabinet - Full of Misc. Parts & Materials too numerous to list at this time.

- 1 AM-FM Clock radio
- 1 Delco 12 volt battery
- 1 1 1/2 Ton roller Jack
- 1 Antique stool
- 1 5 gallon pail grease
- 1 5 gallon pail full various styles & types of paper punches
- 1 5 gallon water - radiator jug
- 1 gallon gas can
- 1 Roller bas for 5 - 20 gallon pail or drum
- 1 Push broom

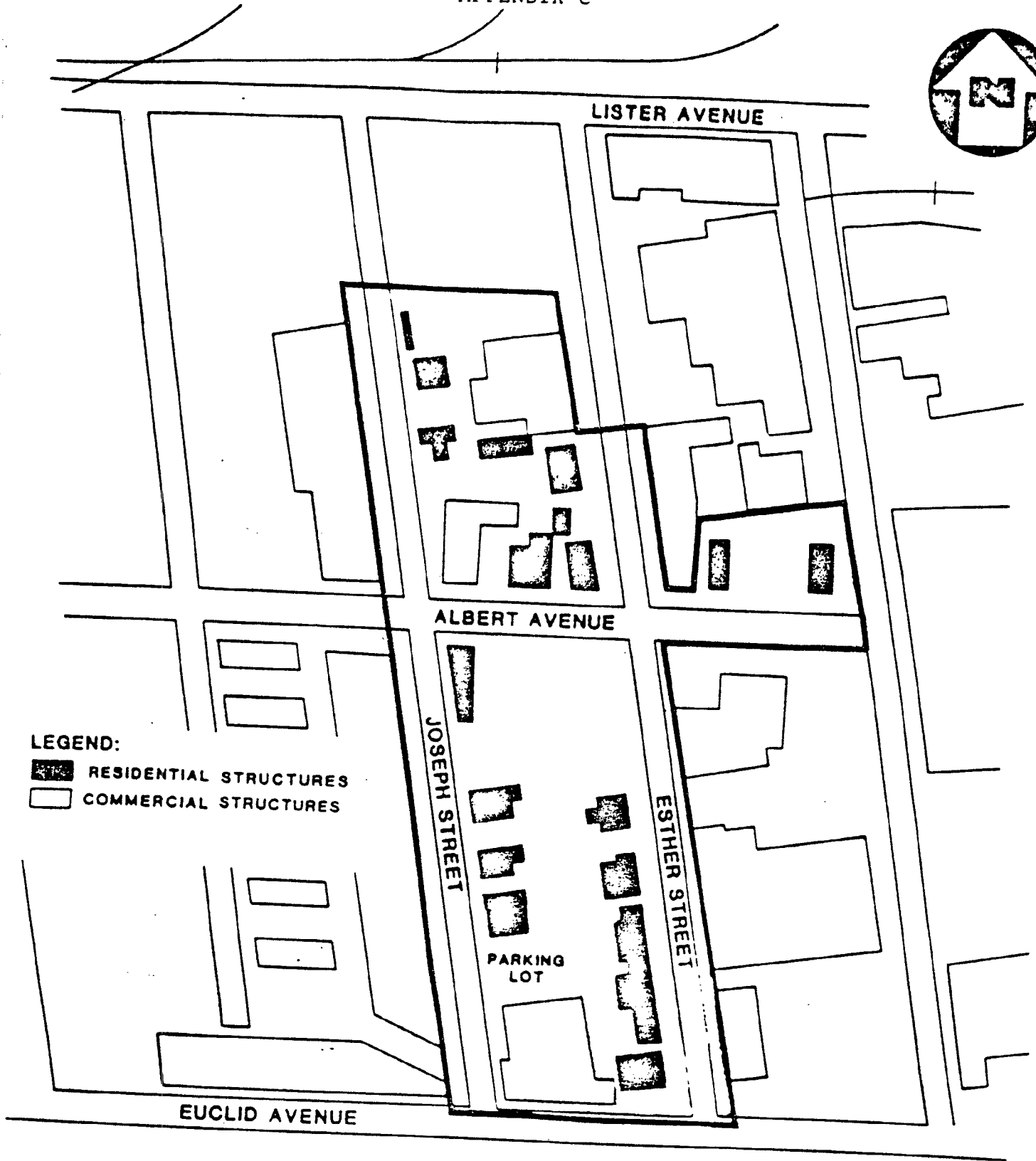
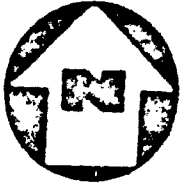
Appendix B

Monochlorobenzene
Tetrchlorobenzene
Chlorosulfonic acid
2,3,5-trichlorophenoxy acetic acid
2,4-dichlorophenoxy acetic acid
2,4,5-trichlorophenol
2,4,6-trichlorophenol
2,4-dichlorophenol
Monochloroacetic acid
Hexachlorobenzene
Dichlorodiphenyl trichloroethane
p-chlorophenyl-p-chlorobenzene sulfonate (Ovex)
1,1,1-trichloroacetaldehyde
Benzensulfonyl chloride
p-chlorobenzenesulfonyl chloride
p-chlorobenzenesulfonamide
4,4-dichlorodiphenylsulfone
p-acetylamino benzene sulfonyl chloride
p-methoxybenzene sulfonyl chloride
1,2,3,4-tetrachlorobenzene
Amine salts of 2,4-D (dimethyl and triethyl amines)
Amine salts of 2,4,5-T (dimethyl and triethyl amines)

Esters of 2,4-D (butyl, 2-ethylhexyl, isopropyl,
butoxyethoxypropyl)

Esters of 2,4,5-T (butyl, 2-ethylhexyl, isopropyl,
butoxyethoxypropyl)

Amine sales of N-oleyl-1,3-propylenediamine
2,5-dichlorophenyl-p-chlorobenzene sulfonate

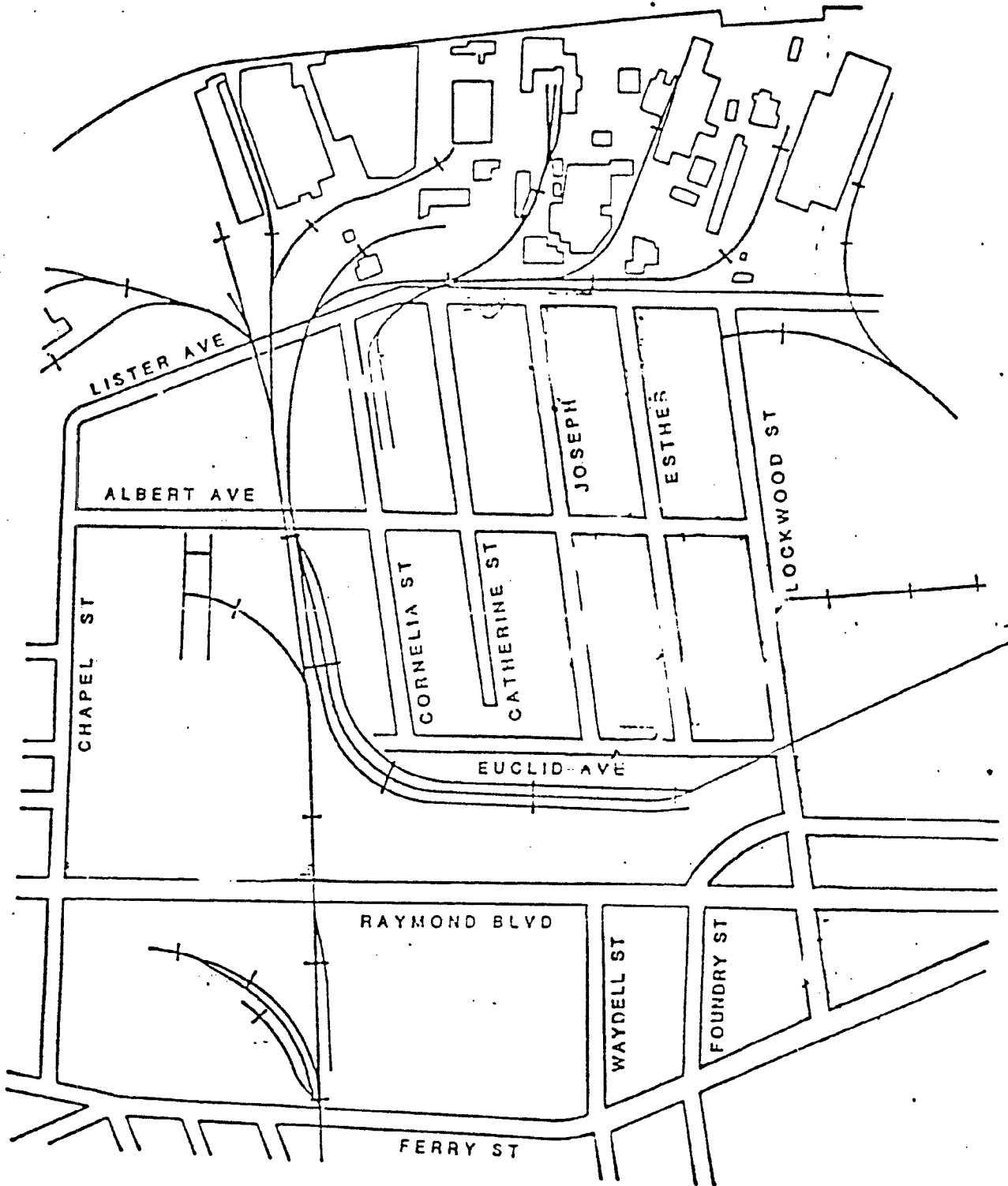


LEGEND:

-  RESIDENTIAL STRUCTURES
-  COMMERCIAL STRUCTURES

RESIDENTIAL ZONE 1





80 LISTER AVENUE, NEWARK, N.J.

APPENDIX E
PARKWAY MEDIAN REMEDIAL AREAS

Location Description	Street Side	Area (SF)	Length	Width
1. <u>Lockwood</u> between Ferry & Raymond	West	860.4	264'-9"	3'-3"
	East	853.7	243'-11"	3'-6"
		<u>1,714.1</u>	<u>508'-8"</u>	
2. <u>Brady Island</u> (right triangle): Raymond Blvd. (base) Foundry St. (hypotenuse) Lockwood St. (altitude)		19,218.1	255'-3"	
			292'-6"	
		<u>19,218.1</u>	<u>150'-7"</u>	
3. <u>Lockwood</u> across from Brady Metals	East	241.1	107'-2"	2'-3"
4. <u>Exxon Station</u> @ Lockwood & Raymond Northwest Corner, Trapezoid Northwest Corner, Trapezoid Raymond Blvd. East Pilot Raymond Blvd. West Pilot		922.5	12'-4"	34'-3"
			18'-1"	53'-0"
		219.3	104'-7"	2'-9"
		73.5	28'-3"	2'-7"
		<u>1,275.3</u>	<u>132'-8"</u>	
5. <u>Lockwood</u> Between Euclid & Albert Between Euclid & Albert Between Albert & Lister	East	1,243.9	163'-9"	7'-7"
	West	3,828.5	411'-3"	9'-4"
	West	392.7	187'-0"	2'-1"
	<u>5,465.1</u>	<u>762'-6"</u>		
6. <u>Esther St.</u> Between Euclid & Lister	East	1,025.6	410'-3"	2'-6"
	West	1,770.0	708'-0"	2'-6"
	<u>2,795.6</u>	<u>1,118'-3"</u>		
7. <u>Joseph St.</u> Between Euclid & Lister	East	2,980.2	638'-2"	4'-9"
	West	353.8	132'-6"	2'-8"
	<u>3,334.0</u>	<u>770'-9"</u>		
8. <u>Albert</u> Between Joseph & Lockwood	North	1,057.5	352'-6"	3'-0"
	South	1,104.8	368'-3"	3'-0"
	<u>2,162.3</u>	<u>720'-9"</u>		
9. <u>Euclid</u> Between Joseph & Lockwood	North	269.5	119'-10"	2'-3"
	South	442.3	176'-11"	2'-6"
	<u>738.9</u>	<u>296'-8"</u>		
10. <u>Ferry Street</u> at New Jersey Transit	South	2,000	800'-0"	—
11. <u>Raymond Blvd.</u> Between Chapel St. and the Conrail Overpass	North	2,058	686'-0"	+3'
12. <u>Lister Ave.</u> Between SCA Drive, West to Conrail Crossing (Asphalt Fill only)	North	+1,065'	+355'	+3'
<u>TOTAL</u>		<u>42,067.5</u>	<u>7,377'-0"</u>	

TOTAL SQUARE FOOTAGE = 42,500 (+)

APPENDIX E
PARKWAY MEDIAN REMEDIAL AREAS

