

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

IN THE MATTER OF:

Enterprise Avenue Landfill/
Philadelphia International Airport
Runway 8-26 Project Area Site,

City of Philadelphia,

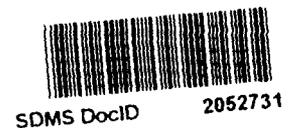
Respondent

Proceeding Under Sections 106(a)
and 122(a) of the Comprehensive
Environmental Response, Compensa-
tion, and Liability Act of 1980,
as amended by the Superfund
Amendments and Reauthorization
Act of 1986, 42 U.S.C. §§ 9606(a)
and 9622(a)

Docket No. III-2001-0007-DC

I hereby certify that the
within is a true and correct copy
of the original AOE for Removal Action
filed in this matter.

[Signature]
Attorney for EPA Region III



**ADMINISTRATIVE ORDER BY CONSENT
FOR REMOVAL ACTION**

The parties to this Administrative Order by Consent ("Consent Order" or "Order"), the City of Philadelphia ("City") and the United States Environmental Protection Agency ("EPA"), having agreed to the entry of this Consent Order, it is therefore ORDERED:

I. JURISDICTION AND GENERAL PROVISIONS

1.1 This Consent Order is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. §§ 9606(a) and 9622(a), delegated to the Administrator of EPA by Executive Order No. 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of EPA. This Consent Order pertains to property located in the City of Philadelphia; specifically, an approximately 57 acre area, a portion of which was previously operated as the Enterprise Avenue Landfill, and portions of which are being redeveloped to provide a new commuter runway (Runway 8-26) associated with the

Philadelphia International Airport. This property is referred to herein as the "Enterprise Site" or the "Site".

1.2 The City agrees to undertake all actions required by, and comply with all requirements of, this Consent Order including any modifications hereto (the "Work").

1.3 The Work shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 C.F.R. Part 300, and CERCLA.

1.4 The City will not contest EPA's authority or jurisdiction to issue or to enforce this Consent Order.

II. STATEMENT OF PURPOSE

2.1 In entering into this Consent Order, the mutual objectives of EPA and the City are both to promote the continued appropriate use of the Enterprise Site, and to ensure that the Site does not adversely affect use of the groundwater. These goals will be accomplished through the conduct of a removal action, as defined in Section 101(23) of CERCLA, 42 U.S.C. § 9601(23), which will abate, mitigate and/or eliminate the release or threat of release of hazardous substances at the Site through: 1) appropriate monitoring, as described in detail in Section VIII, to assure that reuse of the Site can continue in harmony with environmental protection, and 2) extraction and treatment of groundwater at the Site which has been determined to be contaminated.

III. FINDINGS OF FACT

3.1 The City is the owner and redeveloper of the Enterprise Site. The City has certain authorities and powers to protect public health and the environment.

3.2 The Enterprise Site is comprised of an approximately 57 acre area, located in an industrial and commercial area within the City of Philadelphia. It is adjacent to the Southwest Water Pollution Control Plant and the eastern portion of the Philadelphia International Airport. It includes the area previously operated as the Enterprise Avenue Landfill, the area proximate to the Landfill known as the "Western Boundary Area," and all adjacent areas impacted by Landfill constituents (See map, Attachment 1). The Site is located within one mile of the Delaware River, is within the flood plain of the Delaware River, and is within the boundaries of the New Jersey Coastal Plain Aquifer ("NJ Aquifer"). The NJ Aquifer has been designated a Sole Source Aquifer

under Section 1424(e) of the Safe Drinking Water Act, 42 U.S.C. § 300h-2. All groundwater within the NJ Aquifer boundaries is classified as a current source of drinking water for central and southern New Jersey. The NJ Aquifer at and under the Site is designated the Potomac-Raritan-Magothy (Kprm) aquifer.

3.3 In the area of the Site are two unconsolidated deposits located between the ground surface and the Kprm, known as the Qal (shallow perched aquifer) and Qp (Trenton gravel). These deposits appear to separate the Kprm from the Site. Borings in the Enterprise Avenue Landfill indicate that the Landfill rests directly on the Qal. The Qal is composed of geologically recent river and flood plain deposits, and silty natural sediments with a relatively low permeability. The Qal ranges in thickness from 3 to 15 feet in the western part of the Site and from 24 to 30 feet in thickness in the eastern part of the Site. Below the Qal is the Qp, which is composed of quaternary sands and gravels from past glacial ages distributed by the Delaware River over a shifting flood plain. Borings in the area indicate that the thickness of the Qp varies from 11 to 62 feet in the vicinity of the Site. The Qp rests directly on the Kprm. Thus, the Kprm generally begins from about 20 to 40 feet below the Enterprise Site. It is composed of alternating beds of high permeability sands with varying layers of lower permeability silts and clays. A thin, discontinuous, relatively low permeability layer (silty clay and sand) rests directly beneath the Qp. The Kprm extends to bedrock (Wissahickon formation) in this area. Neither borings nor wells, which have been drilled to 130 feet below ground surface (-110 to -120 msl) at the Site, have encountered the bedrock formation.

3.4 Between 1971 and 1976, the Philadelphia Streets Department operated approximately 40 acres of the Enterprise Site as the Enterprise Avenue Landfill for disposal of incinerator residue and fly ash. During the same period, drums containing various industrial and chemical hazardous wastes were illegally buried at the Site, and the City's District Attorney's Office successfully prosecuted the identified parties responsible for the illegal dumping. As a result, the Enterprise Avenue Site was listed on the CERCLA National Priorities List ("NPL") on or about September 1, 1983.

3.5 The City took the lead in initiating cleanup actions. EPA issued a Record of Decision ("ROD") for the Enterprise Site in or around May 1984. Cleanup actions included removal of approximately 13,000 drums and drum fragments containing hazardous substances, excavation and removal of 32,600 cubic yards of contaminated soils, regrading of the landfill area and the installation of a clay cover over a portion of the landfill site. Following completion of these actions, the Enterprise Site was deleted from the NPL on or about March 7, 1986.

3.6 Groundwater sampling conducted in 1986-1987 at nine wells along the perimeter of the landfill by a consultant for the Philadelphia Water Department indicated that vinyl chloride, benzene, 1,1-dichloroethylene, ethylbenzene, trans-1,1-dichloroethylene, and toluene were present in the shallow groundwater [Qp] in monitoring well 65-S (located directly adjacent to the

landfill at the western edge) at concentrations that exceed the Safe Drinking Water Act Maximum Contaminant Levels ("MCLs"). Benzene was detected in well 65-S at a maximum concentration of 473 ug/l and vinyl chloride at 187 ug/l.

3.7 In 1994, the Philadelphia Department of Aviation ("DOA") received approval from the Federal Aviation Administration ("FAA") for construction of 5000-ft-long commuter runway (Runway 8-26) to be located northeast of the current Philadelphia International Airport. A portion of this runway was designed to be built over the top of the Enterprise Avenue Landfill.

3.8 In order to obtain federal funding for this project, EPA needed to conduct environmental reviews and make a finding which supported the issuance of a Finding of No Significant Impact ("FONSI") by the FAA in accordance with the National Environmental Policy Act ("NEPA"). Additionally, because the project is located within the boundaries of a designated Sole Source Aquifer ("SSA"), EPA needed to determine that there are no groundwater impacts for this project.

3.9 In September 1994, EPA supported the issuance of a Mitigated FONSI with special conditions for the City's redevelopment project (letter to FAA dated September 16, 1994). These conditions included: 1) quarterly collection of samples from groundwater wells around the landfill perimeter and from enhanced monitoring wells until three years after runway construction completion; 2) installation of a cap; and, 3) a groundwater mitigation plan.

3.10 The City and EPA then coordinated to accomplish the FONSI special conditions. The City undertook further investigations, and prepared and submitted numerous plans, reports and supporting documentation to EPA.

3.11 A well survey by a contractor for DOA in 1994 located only five of the original nine groundwater monitoring wells. In early 1994, as part of runway preconstruction activities, DOA's contractor installed new groundwater monitoring wells (designated the WM-series wells) at six locations (three wells at each location for a total of 18 wells) around the landfill. Two rounds of groundwater samples were collected and analyzed in 1994.

3.12 Geotechnical analyses were conducted to: 1) assure the structural stability of the runway; 2) evaluate the integrity of the existing cover over the Enterprise Site; and, 3) evaluate the impacts of the planned surcharge loadings and the embankments to the existing cover.

3.13 During the first half of 1995, as part of pre-construction activities required by the FONSI Special Conditions described in paragraph 3.9 above, DOA installed 15 Qp (Trenton Gravel) double-cased monitoring wells (LF-1 through LF-15) outside the landfill around the perimeter. The monitoring wells range from 12 to 44 feet below ground surface. In accordance with the Preconstruction Activities Monitoring Work Plan, groundwater sampling of these wells was

conducted, generally on a quarterly basis, to establish preconstruction contaminant concentrations. Samples were analyzed for the Target Compound List ("TCL") organic compounds and the Target Analyte List ("TAL") inorganic compounds.

3.14 Elevated levels of chemicals in groundwater were detected in wells LF-2 through LF-7 prior to the start of the runway construction. Wells LF-2 through LF-7 are located in an area of the Site which is outside the perimeter of the incinerator residue landfill. This area was designated as Area C and had been regraded with clean fill as part of the ROD remedial activities during the 1980's. Analytical data from wells LF-2, LF-3, and LF-4, located approximately 100 feet from the western edge of the landfill, indicate elevated levels of the following organic contaminants that exceed the MCL: vinyl chloride, cis-1,2-dichloroethene, 1,2-dichlorobenzene, 1,4-dichlorobenzene, benzene, and chlorobenzene. Lower levels of benzene which exceed the MCL were also detected in wells LF-5, LF-6, and LF-7. The maximum detected contaminant concentrations detected in 1995 were:

Maximum Concentration (ug/l)

Contaminant	Well LF-2	Well LF-3	Well LF-4
Vinyl Chloride	3600	740	620
Benzene	3300	150	260
Chlorobenzene	11000	7700	1100
1,2-DCB	2300	400	380
1,4-DCB	3200	740	720
cis-1,2-DCE	12,000	1600	780

3.15 Based on the contaminant concentrations detected in well LF-2 through LF-7 in October 1995, DOA initiated a follow-up soil and groundwater investigation at the western boundary of the landfill using hydro-punch ("HP") drilling techniques. The analytical results from the HP soils investigation indicated that the primary contaminant of concern in the soil was benzene which was reported at 8800 ppb in the 6 to 8 foot interval below ground surface, at one location. The City excavated and disposed of soil from the HP-2 area, using the Commonwealth of Pennsylvania's Land Recycling and Environmental Remediation Standards Act ("Act 2") interim

cleanup criteria for benzene of 800 ppb, and submitted a closure report for this area to EPA in May 1997.

3.16 In October 1996, an area in the western corner of Sedimentation Basin No 9. (adjacent to the northern edge of the landfill in the vicinity of LF-8) was found to contain elevated levels of volatile organic compounds ("VOCs") in the soils. The City excavated this soil. DOA has not yet submitted the closure report for this area.

3.17 The City embarked on a program to dewater inside the landfill, in accordance with the FONSI Special Conditions. Pursuant to EPA concurrence, fifty-five selected dewatering wells were sampled in January 1996 for organic and inorganic contaminants. Several chemicals were detected, including benzene, at concentrations ranging from 27 ug/l to 1400 ug/l. Benzene was detected in a single dewatering well (4-17) at a concentration of 530,000 ug/l. Vinyl chloride was not detected in the dewatering wells.

3.18 The City prepared and submitted a plan for the FONSI- required mitigation and monitoring work, the "Mitigation Work Plan" or "MWP", which EPA approved on May 30, 1997. The MWP describes the FONSI Mitigation System ("FMS"), which is comprised of a Northern Response System ("NRS") and a Southern Response System ("SRS"). It establishes trigger levels -- concentrations of chemicals in the Qp which are the basis for activating the FMS. Section 3 of the MWP, Mitigation System Response Plan ("MSRP"), provides the guide for responding to any observed exceedances of the established trigger levels. The MSRP is the operating document for the implementation of the FMS as required by the FONSI Special Conditions. Additionally, the MWP provides the approach to addressing the groundwater in the Western boundary area of the Enterprise Site (LF-2 through LF-8) and describes how the Western Boundary Mitigation System ("WBAMS") is integrated into the FMS.

3.19 Pursuant to the MSRP, the NRS consists of monitoring wells LF-2 through LF-13 (Attachment 2) and the groundwater extraction wells of the WBAMS (EW-1, EW-2, EW-3, and EW-A) which are located along the northern and western sides of the landfill. The pumping and treatment of contaminated groundwater in the western boundary area began on April 22, 1997 along the western boundary of the landfill. Pumped groundwater is conveyed to the Southwest Water Pollution Control Plant.

3.20 Pursuant to the MSRP, the SRS consists of the remaining LF-series wells: LF-1, LF-14, and LF-15, located on the south and east of the Enterprise Site. Immediate groundwater extraction in the affected LF-well(s) will begin if the contaminant trigger levels are exceeded in any of these monitoring wells. If water level monitoring shows insufficient capture, additional extraction wells will be incorporated into the SRS.

3.21 The City's plans for the runway 8-26 construction called for placement of a cap, surcharge at the landfill to compress the landfill area prior to final cover, removal of the surcharge, placement of up to 30 feet of soil fill layer, and installation of a landing surface and final runway on top of these layers.

3.22 On July 14, 1997, pursuant to CERCLA § 121(c), 42 U.S.C. § 9621(c) and EPA's Office of Solid Waste and Emergency Response Directive, "Structure and Components of a Five-Year Review," EPA completed and issued a Five-Year Review of the original Superfund ROD remedy for the Enterprise Avenue Landfill, based on all available data. The Five-Year Review recommended that:

- 1) comprehensive long-term groundwater monitoring program be conducted to ensure the detection of any potential future releases from the landfill, and activation of the FMS groundwater pumping system if chemicals are detected about trigger levels;
- 2) operation of the WBAMS be continued until groundwater is cleaned up; and,
- 3) maintenance dewatering of the landfill, following installation of the landfill cap, be provided to maintain EPA dewatering criteria.

3.23 On August 17, 1999, EPA approved the October 7, 1998 Final Design Recommendations for the Groundwater Mitigation System ("FDR Report") and the March 23, 1999 Additional Responses and Clarification to EPA's comments which serves as a supplement to the Report.

3.24 DOA has conducted quarterly groundwater monitoring of the LF wells in accordance with the MWP. On September 22 1999, EPA approved the DOA's request to modify the sampling frequency and sampling parameters for construction and the three-year post-construction groundwater monitoring of the LF wells. Groundwater from LF wells will be analyzed for VOC contaminants, and indicator metals: arsenic, cadmium, lead, mercury, manganese, chromium, beryllium and thallium.

3.25 The maximum contaminant concentrations of selected VOC contaminants detected in the Western Boundary Wells, LF-2 through LF-9 during the most recent sampling event (May 2001) are listed below.

Maximum Concentration (ug/l)
(May 2001)

Contaminant	MCL	LF-2	LF-3	LF-4	LF-5	LF-6	LF-7	LF-8	LF-9
vinyl chloride	2	630	310	10U	10U	1J	10U	5U	1U
1,1 DCE	7	25	5J	10U	10U	10U	10U	5U	1U
1,2 DCE	70	5700	370	10U	10U	1J	10U	5U	1U
Benzene	5	450J	26	10U	6J	11	8J	5U	1U
Chlorobenzene	100	2700	520	4J	25	10U	10U	67	1U

3.26 Groundwater extraction in the western boundary has reduced the contaminant concentrations in some of the western boundary area wells, however, analytical data from these wells indicates that some contaminant concentrations in the Western Boundary Area are still above Maximum Contaminant Levels.

3.27 The chemicals detected in the groundwater at the Site, including benzene, chlorobenzene, 1,1-dichloroethene, 1,2-dichloroethene, lead, arsenic, and vinyl chloride, have a variety of adverse human health and environmental effects. These chemicals are listed as CERCLA hazardous substances at 40 C.F.R. § 302.4.

3.28 The foregoing Findings of Fact have been made by EPA. The City neither admits nor denies the Findings of Fact contained in this Consent Order; however, the City agrees not to contest them in any action brought to enforce or interpret the terms of this Order.

IV. CONCLUSIONS OF LAW

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

4.2 The City is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

4.3 Chemicals found at the Enterprise Site are "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), because they are listed at 40 C.F.R. § 302.4.

4.4 "Hazardous substances," as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been disposed of at the Enterprise Site and are currently present there.

4.5 The presence of hazardous substances at the Enterprise Site and the past, present, and/or potential migration of hazardous substances from the Site constitutes an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

4.6 The City is an "owner or operator of a vessel or a facility" (the Site) within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1). The City is a "person who at the time of disposal of any hazardous substance owned or operated any facility (the Site) at which such hazardous substances were disposed of" within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

4.7 EPA concludes that the City is liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). By entering into this Consent Order, the City does not admit liability under CERCLA § 107(a). The foregoing Conclusions of Law have been made by EPA, and the City neither admits nor denies these Conclusions of Law; however, the City agrees not to contest them in any action brought to enforce or interpret the terms of this Order.

V. DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set forth above, and upon EPA's review of information for the Administrative Record, EPA has determined that:

5.1 The actual and/or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.

5.2 The Work is necessary to protect the public health and welfare and the environment.

5.3 Because there is a threat or potential threat to public health or welfare or the environment, a removal action is appropriate to abate, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous substances at or from the Site.

VI. PARTIES BOUND

6.1 This Consent Order shall apply to and be binding upon EPA and its agents, and upon the City and its agents, successors, and assigns. Neither a change in status of the City, nor a change in ownership or control of the Site shall in any way alter the City's responsibilities under this Consent Order.

6.2 In the event of any change in ownership or control of the Site, including any portion thereof, the City shall notify EPA in writing at least thirty (30) calendar days in advance of such change and shall provide a copy of this Consent Order to the transferee in interest of the Site prior to any agreement for transfer.

6.3 The City shall provide a copy of this Consent Order to all contractors, subcontractors, supervisory personnel, laboratories and consultants retained by the City to conduct any portion of the Work to be performed by the City pursuant to this Consent Order. The City shall require in any and all contracts related to this Site that the work that is the subject of such contract be performed within the time and in the manner set forth in this Consent Order.

6.4 The undersigned representative of the City certifies that he or she is fully authorized to enter into the terms of this Consent Order and to execute and legally bind the City to this Consent Order.

VII. NOTICE TO THE STATE

7.1 Notice of issuance of this Consent Order has been given to the Commonwealth of Pennsylvania, pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

VIII. RESPONSE ACTION PLAN DEVELOPMENT AND IMPLEMENTATION

8.1 The City shall commence and complete performance of the following actions ("Work") within the time periods specified herein.

8.2 Within forty-five (45) business days of the effective date of this Consent Order, or such longer time as may be specified by EPA in its discretion, the City shall submit to EPA for

approval a Response Action Plan (RAP) detailing the response actions to be implemented for the items specified in paragraph 8.6 below. The RAP shall include, among other things, a schedule for expeditious performance of such response actions. The RAP shall be consistent with the NCP and shall be subject to approval by EPA according to the provisions of paragraphs 8.4 and 8.8 below. The RAP may cross-reference and incorporate by reference, where appropriate, the City's previous plans and submissions to EPA identified above, including but not limited to the Mitigation Work Plan. During any time during the implementation of the RAP, the City may submit request(s) to modify one or more of the schedules or deadlines in the RAP. Approval, disapproval and/or modification by EPA of a subsequent RAP submission shall be according to the provisions of Paragraph 8.8 below.

8.3 EPA will review those portions of the RAP that it has not previously reviewed and approved. EPA will notify the City of EPA's approval or disapproval of the remaining portions of the RAP document. In the event of disapproval, EPA will specify the deficiencies in writing. The City shall respond to and correct the deficiencies identified by EPA and resubmit the RAP to EPA within thirty (30) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Consent Order. Approval, disapproval and/or modification by EPA of the subsequent RAP submission shall be according to the provisions of paragraph 8.8 below.

8.4 Within thirty (30) business days of the effective date of this Consent Order, or such longer time as may be specified by EPA in its discretion, the City shall notify EPA in writing of the identity and qualifications of the contractor, subcontractor, supervisory personnel, and other persons who will be primarily responsible for developing and overseeing the implementation of the RAP. The City shall further notify EPA in writing of the identity and qualifications of all contractors, subcontractors, supervisory personnel, and other persons whom it selects to conduct all or any portion of the Work no less than thirty (30) days prior to commencement of the Work to be performed by such persons. All contractors, subcontractors, supervisory personnel and/or other persons selected to perform Work shall meet the applicable Occupational Safety and Health Administration ("OSHA") requirements as defined in 29 C.F.R. § 1910.120. The selection of all contractors, subcontractors, supervisory personnel, and other persons who will perform Work; the City's Project Coordinator designated pursuant to Section IX; and any replacements to any such persons are subject to disapproval by EPA at any time. In the event of any such disapproval by EPA, the City shall notify EPA within twenty (20) calendar days of receipt of such EPA disapproval of the person(s) who will replace the one(s) disapproved by EPA. Persons disapproved by EPA shall not perform any of the Work for which they were disapproved.

8.5 Within thirty (30) days of receipt from EPA of written approval to proceed with implementation of the EPA-approved RAP, or such longer time as may be specified by EPA in

its discretion, the City shall begin implementation of such RAP in accordance with the RAP and the schedule therein, and shall further complete implementation of such RAP in accordance with the RAP and schedule therein. In the event EPA determines that any Work performed is deficient, and EPA requires the City to correct or re-perform such Work pursuant to this Consent Order, the City shall correct or re-perform such Work in accordance with a schedule provided by EPA.

8.6 The Work shall consist of each of the following, which the City shall accomplish in accordance with the terms of this Order:

1. Capture and treat the contaminated groundwater in the Western Boundary Area as follows:
 - a. Continue to operate the Western Boundary Area Mitigation System ("WBAMS") in the Western Boundary Area in accordance with both the requirements of the FONSI Mitigation Operation and Maintenance Plan (set forth as Appendix "G" of the Mitigation Work Plan), and the recommended Final Design Parameters contained in the October 7, 1998 Final Design Recommendations for the Groundwater Mitigation System (FDR Report), as accepted by EPA on August 17, 1999. The City shall continue to operate the WBAMS until the Response Action Plan required by Paragraph 8.2 is accepted by EPA and implemented by the City.
 - b. Continue groundwater extraction and treatment until groundwater is restored to federal MCLs in the Western Boundary Area, for contaminants for which a federal MCL has not been promulgated, the EPA Region III risk-based concentrations, (RBCs). When the extraction wells and monitoring wells meet the cleanup standards at two consecutive semi-annual monitoring events, pumping may be discontinued upon approval by EPA.
 - c. Following shutdown of the WBAMS, if contaminant concentrations in any extraction wells or monitoring wells are at levels exceeding the federal MCL or, for those compounds for which a federal MCL does not exist, the EPA Region III RBCs, are detected, the City shall reactivate the WBAMS components considered appropriate by EPA, within ten days of the City's receipt of the analytical results. Procedures for system shutdown following re-activation shall be in accordance with sub-paragraph 1.b of this section.

Semi-annual monitoring of the groundwater shall continue for five years after the entire system is shutdown, unless the EPA Project Coordinator directs a

shorter period in writing. If subsequent to the extraction system shut down, monitoring shows that groundwater concentrations of any contaminant of concern are above the cleanup standard, the system shall be restarted and continued until the required levels have once more been attained for two consecutive semi-annual monitoring events. If the system is restarted, semi-annual post-shutdown monitoring for five years from system shutdown will be required, unless the EPA Project Coordinator directs a shorter period in writing.

2. Conduct a comprehensive groundwater monitoring program to: 1) evaluate performance of the WBAMS and to measure progress towards meeting the cleanup standards identified above in subparagraph 1.b. of this section, and 2) to ensure the detection and remediation of any potential future releases of hazardous substances from the landfill above trigger levels as specified in the Mitigation Work Plan, Section 2.3.2.1 FONSI Mitigation Trigger. The numbers and locations of these monitoring wells and the frequency of monitoring shall be approved by EPA. Based upon the sampling results or any Five-Year Review for the Site, the collection and analysis of data may be continued, modified or discontinued as determined by EPA.
3.
 - a. The City shall prepare a Sampling and Analysis Plan ("SAP") consisting of a Quality Assurance Project Plan ("QAPP") and a Field Sampling Plan ("FSP") for sample collection, transportation, analysis, validation and reporting to be conducted pursuant to this Order. The SAP shall be submitted as part of the Response Action Plan ("RAP"), or if additional time is required, at such time as may be specified by EPA in its discretion, to the Remedial Project Manager for review and approval. The FSP shall include the types, locations, analytical parameters and frequency of samples. Selection of analytical methods shall be justified in conjunction with the Data Quality Objectives.
 - b. At the request of EPA, the City shall allow split or duplicate samplings to be taken by EPA pursuant to this Order. The City shall notify EPA in writing not less than thirty (30) days in advance of any such sample collection activity. In addition, EPA shall have the right to take any additional samples that EPA deems appropriate.

The City shall report to EPA on a semi-annual basis regarding the operation, maintenance, and required groundwater monitoring in the WBAMS. Reports shall be submitted to EPA within 30 days of the end of the six month period for which the report is prepared. These reports shall contain, at minimum, the following information:

- i. Volume of groundwater extracted in the six (6) month period.
- ii. Cumulative volume of groundwater extracted and calculation of contaminant removal.
- iii. Extraction rates for each well.
- iv. A report on the operation and maintenance of the system including any problems, system shutdowns and their duration, and measures taken to correct such problems and prevent them in the future.
- v. Comprehensive groundwater monitoring results for the six (6) month period for which the report is prepared.
- vi. Results of analysis of extracted water pre-treatment.
- vii. Results of water levels collected in all WBAMS piezometers, monitoring wells, and extraction wells in accordance with the EPA approved plan. This data shall be submitted to EPA on diskette.
- viii. Water level contour maps developed throughout the area of contamination using the water elevation data collected from the piezometers, monitoring wells, and extraction wells.
- ix. A demonstration that the extraction wells are effectively capturing the contaminated groundwater by overlaying a capturing zone analysis with groundwater analytical results.

4. Treat Contaminated Water

The City shall treat any water generated as a result of activities in (1) through (4) above in accordance with the Clean Water Act and its implementing regulations and standards, and in compliance with the Clean Air Act or other applicable environmental law.

5. Provide Health and Safety Measures

The City shall provide Site specific health and safety measures, including preparation and implementation of a plan ("HASP"), for Site activities required by subparagraphs 1 through 4, above, to protect the health and safety of workers, other personnel and the public from the hazardous substances and work-related health and safety hazards during performance of the Work specified herein. The HASP shall, as appropriate, provide for proper decontamination of

personnel and equipment, monitoring and control of off-site migration of hazardous substances from the Site and protection of public health from exposure to hazardous substances during the conduct of activities at the Site pursuant to this Order. Applicable sections of the HASP shall be at least as stringent as the Occupational Safety and Health Administration and EPA requirements including, but not limited to 29 C.F.R. § 1910.120.

6. If required, the City shall, obtain a Hazardous Waste Generator Identification Number in accordance with the regulations set forth at 40 C.F.R. Part 262, and any applicable Commonwealth regulations.

8.7 Documents, including plans, reports, sampling results and other correspondence to be submitted pursuant to this Consent Order shall be sent by certified or express mail to the EPA Project Coordinator designated pursuant to Section IX, or hand delivered to the EPA Project Coordinator.

8.8 All reports, plans, approval letters, specifications, schedules and attachments required by this Consent Order are subject to EPA approval and shall be deemed incorporated into this Consent Order upon approval by EPA. In the event of conflict between this Consent Order and any document attached, incorporated in or enforceable hereunder, the provisions of this Consent Order shall control. In the event that EPA disapproves any required submission, EPA will (1) specify the deficiencies in writing, and/or (2) submit its own modifications to the City. The City shall amend and submit to EPA a revised submission that responds to and corrects the specified deficiencies within thirty (30) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Consent Order. In the event that EPA submits its own modifications to the City, the City is hereby required to implement such modifications. Any non-compliance with EPA-approved reports, plans, specifications, schedules, attachments, or submission of deficient revisions following EPA disapproval, or non-compliance with EPA required modifications in the case of subsequent disapprovals as specified in this paragraph shall be considered a failure to comply with a requirement of this Consent Order. Determination(s) of non-compliance will be made by EPA.

8.9 In addition to the reports required by this Order, the City shall provide to EPA, upon written request, any and all information and documents in its possession, custody or control resulting from and/or pertaining to Work performed by the City including, but not limited to, analytical data (including raw data), Site safety data, Site monitoring data, operational logs, copies of all hazardous waste manifests (including copies of all hazardous waste manifests signed upon receipt of the hazardous wastes by a licensed treatment, storage or disposal facility), the identity of treatment, storage and/or disposal facilities used, the identity of transporters used, the identity of any contractors, subcontractors and supervisory personnel used, information and documents

concerning the City's compliance with Quality Assurance and Quality Control requirements of this Consent Order, information and documents relating to the City's efforts to secure access, and information and documents relating to any project delays. Nothing herein shall be interpreted as (1) limiting the application of any privilege or exemption to disclosure requirements applicable by law to the City; or (2) limiting the inspection and information-gathering authority of EPA under Federal law.

8.10 Within forty-five (45) calendar days of the date the City concludes it has completed implementation of the RAP, the City shall submit a written report to EPA so notifying EPA ("Final Report"). The Final Report shall detail the work undertaken to implement the RAP, and shall be certified by the City in accordance with the terms of paragraph 22.1(b), below. EPA will review the adequacy of the City's implementation of the RAP and accomplishment of work items specified in paragraph 8.6 above. EPA will notify the City, in writing, of any deficiencies and the actions required to correct such deficiencies. The City shall develop an additional plan or amend the existing RAP to address such deficiencies and the City shall perform such corrective actions in a manner consistent with the NCP and all applicable Federal laws or regulations. Any additional plan or amendment to the RAP will be subject to the approval procedures outlined in paragraphs 8.4 and 8.8 above.

8.11 The City shall not handle or remove any hazardous substances from the Site except in conformance with the terms of this Consent Order and all applicable Federal, State and local laws and regulations, as required by the NCP. Any hazardous substance, pollutant or contaminant transferred for disposal off-site as a result of this Consent Order must be taken to a facility acceptable under 40 C.F.R. § 300.440 and in accordance with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3).

8.12 The City shall immediately notify EPA's Project Coordinator and the National Response Center [(800) 424-8802] in the event of any action or occurrence during the pendency of this Consent Order which causes or threatens to cause an additional release of hazardous substances, pollutants or contaminants on, at, or from the Site, or which may create a danger to public health, welfare or the environment.

8.13 In the event that EPA believes that response actions or other current activities at the Site by the City are causing or may cause a release or potential release of hazardous substances, or are a threat to public health or welfare or to the environment, EPA may, at its discretion, immediately halt or modify such response actions or other activities to eliminate or mitigate such actual or potential release or threat.

IX. DESIGNATED PROJECT COORDINATORS

9.1 The City shall designate a Project Coordinator and shall notify EPA of its designated Project Coordinator no later than five (5) calendar days after the effective date of this Consent Order. Designation of a Project Coordinator shall not relieve the City of its obligations to comply with the requirements of the Order. The City's Project Coordinator shall be a technical and/or managerial representative of the City and may be a contractor and/or consultant; provided, however, the City's Project Coordinator shall not be its legal representative in this matter. The Project Coordinator for EPA designated pursuant to this Section and the Project Coordinator for the City shall be responsible for overseeing the Work. To the maximum extent possible, communications between the City and EPA and all documents concerning the activities performed pursuant to the terms and conditions of this Consent Order, including plans, reports, approvals, and other correspondence, shall be directed to the Project Coordinators.

9.2 The Project Coordinator for EPA is:

Ruth Scharr, Remedial Project Manager
U.S. Environmental Protection Agency
Pennsylvania Superfund Section (3HW21)
1650 Arch Street
Philadelphia, PA 19103
215- 814-3191

9.3 The City shall have the right to change its Project Coordinator. Such a change shall be accomplished by notifying the EPA Project Coordinator in writing at least five (5) calendar days prior to the change.

9.4 EPA shall have the right to change its Project Coordinator at any time without prior notice to The City. EPA's intent is to notify the City as soon as practicable following any such change of its Project Coordinator.

9.5 The absence of the EPA Project Coordinator from the Site shall not be cause for the stoppage or delay of Work except when such stoppage or delay is specifically required by EPA.

9.6 The EPA Project Coordinator shall have the authority to halt or modify Work or other activities performed by the City at the Site to eliminate a release or threat of release of hazardous substances. Such direction by the EPA Project Coordinator may be given verbally or in writing. If such direction is given verbally, the EPA Project Coordinator will later memorialize such direction in writing.

X. QUALITY ASSURANCE

10.1 The City shall use quality assurance, quality control, and chain of custody procedures in accordance with the "EPA NEIC Policies and Procedures Manual" (EPA Document 330/9-78-001-R, revised August 1991) and "EPA Requirements for Quality Assurance Project Plans", October 1998, EPA QA/R5 and "QA/QC Guidance for Removal Activities", April 1990, EPA/540/G-90/004, while conducting all sample collection and analysis activities required by this Consent Order. EPA QA/R-5 Guidance can be downloaded at: http://www.epa.gov/quality1/qa_docs.html. The City shall consult with EPA in planning for, and prior to, all sampling and analysis required by the approved RAP. The City shall use a laboratory(s) which has a documented Quality Assurance Program that complies with EPA guidance document QAMS-005/80.

XI. ACCESS

11.1 As of the effective date of this Consent Order, the City shall provide to EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives, for the purposes of conducting and/or overseeing the Work, access to all property owned or controlled by the City wherein Work must be undertaken. Such access shall permit EPA and its employees, agents, consultants, contractors, and other authorized and designated representatives to conduct all activities described in paragraph 11.3 of this Consent Order, in accordance with FAA substantive safety regulatory requirements.

11.2 To the extent that property wherein Work must be undertaken is presently owned or controlled by parties other than the City, the City shall use its best efforts to obtain Site access agreements from the present owners. Such access agreements shall be finalized as soon as practicable but no later than 30 calendar days after receiving EPA's written approval to proceed. Such agreements shall provide reasonable access for the City and its employees, agents, consultants, contractors and other authorized and designated representatives to conduct the work, and for EPA and its designated representatives to conduct the activities outlined in paragraph 11.3 below. In the event that any property owner refuses to provide such access or access agreements are not obtained within the time designated above, whichever occurs sooner, the City shall notify EPA at that time, in writing, of all efforts to obtain access and the circumstances of the failure to obtain such access. EPA may then take steps to provide such access. Any actions taken or efforts made by the City to obtain access on behalf of EPA (and EPA's designated representatives) to property not owned or controlled by the City shall not be construed as the City's acceptance of any liability for EPA's actions or the actions of any third party while on such property.

11.3 EPA and its employees, agents, contractors, consultants and other authorized and designated representatives shall have the authority, in accordance with substantive regulatory requirements of the FAA, to enter and freely move about the location where the response actions and/or work is being performed at all reasonable times for the purpose of, inter alia: inspecting Work, inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the City in carrying out the terms of this Consent Order; conducting such tests as EPA deems necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by the City. The City shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to the Work.

11.4 Notwithstanding any provision of this Consent Order, EPA retains all of its access and information-gathering authorities and rights under CERCLA and any other applicable statute or regulation.

XII. DISPUTE RESOLUTION

12.1 Except as provided elsewhere in this Consent Order, if the City objects to any EPA notification of deficiency, disapproval or other EPA action taken pursuant to this Consent Order, the City shall notify EPA in writing of its objection(s) within fourteen (14) calendar days of receipt of such notification or action.

12.2 EPA and the City shall have twenty (20) calendar days from the receipt by EPA of the notification of objection to reach agreement. If agreement cannot be reached on any issue within this twenty (20) day period, then the position advanced by EPA shall be considered binding unless, within fourteen (14) days after the conclusion of the informal negotiation period, the City invokes the dispute resolution procedures of this Section by serving on EPA a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the City. Within fourteen (14) days after receipt of the City's Statement of Position, EPA will serve on the City its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA.

12.3 The Regional Administrator, EPA Region III, will issue a final administrative decision resolving the dispute based on the Statements of Position, along with all supporting documentation, as described in Paragraph 12.2. This decision shall be final.

12.4 The invocation of dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of the City under this Consent Order unless EPA agrees otherwise.

12.5 Following resolution of the dispute, as provided by this Section, if EPA prevails in the dispute, the City shall perform the Work that was the subject of the dispute in accordance with the agreement reached or EPA's decision.

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

XIII. RESERVED

XIV. FORCE MAJEURE AND NOTIFICATION OF DELAY

14.1 The City, through its Project Coordinator, shall notify EPA of any delay or anticipated delay in achieving compliance with any requirement of this Consent Order. Such notification shall be made verbally as soon as possible but not later than four (4) calendar days after the City becomes aware or should have become aware of any such delay or anticipated delay and in writing no later than fourteen (14) calendar days after the City becomes aware, or should have become aware, of such delay or anticipated delay. Such written notification shall be certified by the Project Coordinator in accordance with Section XXII of this Consent Order and shall describe fully the nature of the delay, including how it may affect the Work, RAP and schedule; the actions that will be or have been taken to mitigate, prevent, and/or minimize further delay; and the timetable according to which the future actions to mitigate, prevent and/or minimize the delay will be taken. The City shall ensure that its Project Coordinator provides the City with immediate notification of any project delays. The City shall adopt all reasonable measures to avoid and minimize such delay.

14.2 To the extent the City intends to claim that any delay or anticipated delay described by the City in accordance with paragraph 14.1 was or will be caused by circumstances beyond its control, the City shall, within twenty-one (21) calendar days after the City becomes aware or should have become aware of such delay or anticipated delay, submit to EPA a "Notice of Force Majeure" in which the City fully demonstrates that the delay was caused by circumstances beyond its control which could not have been overcome by due diligence, the necessity of the proposed length of the delay, and that the City took and is taking all reasonable measures to avoid and minimize delay. The City shall have the burden of proving these factors to EPA.

Any "Notice of Force Majeure" shall be certified by a responsible official of the City pursuant to paragraph 22.1(b) of this Consent Order.

14.3 Any such delay that EPA determines (1) has or will result from circumstances beyond the control of the City and (2) that could not and cannot be overcome by due diligence on the City's part, shall not be deemed to be a violation of the City's obligation(s) under this Consent Order. In such event, the schedule affected by the delay shall be extended for a period EPA deems necessary to complete the Work on an expedited basis, but no greater than a period equal to the delay directly resulting from such circumstances, unless modified by EPA, in its sole discretion, upon written request by the City. Increased costs of performance of the requirements of this Consent Order or changed economic circumstances shall not be considered circumstances beyond the control of the City. Delay in one item or component of Work or the RAP does not justify delay in timely achievement of other items or components. Each such item must be separately addressed and delay substantiated according to the provisions of paragraphs 14.1 and 14.2 above.

14.4 Failure of the City to comply with the notice requirements of paragraphs 14.1 and 14.2 above shall constitute a waiver of the City's right to invoke the benefits of this Section with respect to that event.

14.5 In the event that EPA and the City cannot agree that any delay in compliance with the requirements of this Consent Order has been or will be caused by circumstances beyond the control of the City that cannot be overcome by due diligence, the dispute shall be resolved in accordance with the provisions of Section XII (Dispute Resolution) of this Consent Order.

XV. RESERVATION OF RIGHTS

15.1 Except as expressly provided in this Consent Order, (1) each party reserves all rights, claims, interests and defenses it may otherwise have, and (2) nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Consent Order, including the right to seek injunctive relief and/or the imposition of statutory penalties under CERCLA for violations of this Order, and/or take any other action authorized by law.

15.2 EPA reserves the right, to the extent EPA may have such right under law, to bring an action against the City for recovery of all oversight and other response costs incurred by the United States related to this Consent Order which are not reimbursed by the City, as well as any other costs incurred by the United States in connection with response actions conducted at the Site, provided that such costs are not inconsistent with the NCP.

15.3 This Consent Order concerns certain response actions (Work described in Section VIII, above) concerning the Site. Such response actions might not fully address all contamination at the Site. Subsequent response actions which may be deemed necessary by EPA are not addressed by this Consent Order. EPA reserves all rights including, without limitation, the right to institute legal action against the City and/or any other parties in connection with the performance of any response actions not addressed by this Consent Order.

15.4 Nothing in this Consent Order shall limit the authority of the Remedial Project Manager as outlined in the NCP and CERCLA.

XVI. OTHER CLAIMS

16.1 Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

16.2 This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

16.3 By consenting to the issuance of this Consent Order, the City waives any claim to reimbursement it may have under Sections 106(b), 111 and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611 and 9612.

XVII. OTHER APPLICABLE LAWS

17.1 All Work shall be undertaken in accordance with the requirements of all applicable local, State, and Federal laws and regulations, as required by the NCP.

XVIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

18.1 The effective date of this Consent Order shall be three business days after the date on which EPA forwards a true and correct signed copy to the City.

18.2 This Consent Order may be amended by mutual agreement of EPA and the City. Such amendments shall be in writing and shall have as their effective date the date on which such amendments are signed by EPA. Modifications to the EPA-approved RAP and its implementation may be made by mutual agreement of the Project Coordinators. Such modifications shall be memorialized in writing by the Project Coordinators.

18.3 Any reports, plans, specifications, schedules, or other submissions required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order. Any non-compliance with such EPA-approved reports, plans, specifications, schedules, or other submissions shall be considered non-compliance with the requirements of this Consent Order. Determinations of non-compliance will be made by EPA.

18.4 No informal advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules, or other submissions by the City or the requirements of this Consent Order will be construed as relieving the City of its obligation to obtain formal approval when required by this Consent Order, and to comply with the requirements of this Consent Order unless formally modified.

18.5 Notwithstanding the requirements under this Consent Order to conduct the Work, Respondent may submit a written proposal, at any time, accompanied by Site data and analysis consistent with EPA policies, for alternative response actions. EPA shall fully consider and review such submittal(s), as long as it is not inconsistent with the continued protection of the sole source aquifer. EPA may, at its discretion, accept or reject an alternative response action, or modify the existing EPA-approved RAP or amend the Work under the Order as appropriate. Any decision by EPA to accept or reject an alternative response action, or modify the existing EPA-approved RAP or amend the Work under the Order, shall be in writing, and accompanied by a written explanation in support of its decision consistent with CERCLA, the NCP and EPA guidance for response actions. The City reserves the right to modify its proposal to address the EPA's comments on any rejected proposal. Respondent shall continue to perform the Work in accordance with the workplan schedule, until such time as any modification is accepted by EPA, or it shall be deemed to be in violation of the Order.

XIX. LIABILITY OF THE UNITED STATES GOVERNMENT

19.1 Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of the City, or of its employees, agents, servants, receivers, successors, or assigns, or of any persons, including, but not limited to firms, corporations, subsidiaries, contractors, or consultants, in carrying out the

Work, nor shall the United States Government or any agency thereof be held out as a party to any contract entered into by the City in carrying out the Work.

XX. RESERVED

XXI. RESERVED

XXII. CERTIFICATION OF COMPLIANCE

22.1 a. Unless otherwise required by the terms of this Order, any notice, report, certification, data presentation, or other document submitted by the City under or pursuant to this Consent Order, which discusses, describes, demonstrates, or supports any finding or makes any representation concerning the City's compliance or non-compliance with any requirement(s) of this Consent Order shall be certified by either a responsible official of the City or by the Project Coordinator for the City.

b. The written report required by paragraph 8.11 of this Consent Order, any notice of objection described in paragraph 12.1 of this Consent Order, and any "Notice of Force Majeure", described in paragraph 14.2 of this Consent Order, shall be certified by a responsible official of the City.

22.2 The certification required by paragraph 22.1 of this Consent Order shall be in the following form:

"I certify that, to the best of my knowledge, the information contained in or accompanying this (specify type of submission) is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations."

Signature: _____

Name (print): _____

Title: _____

22.3 Submission of documents pursuant to this Consent Order which are found by EPA to contain false information shall constitute a failure to comply with this Consent Order and shall subject the City to penalties whether or not a responsible official of the City has certified the document.

XXIII. SHIPMENT OF HAZARDOUS SUBSTANCES

23.1 The City shall, prior to any off-site shipment of hazardous substances from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to EPA's Project Coordinator of such shipment of hazardous substances. However, the requirement to notify EPA of shipments shall not apply to any such off-site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards. Notifications to States in those circumstances shall be governed by applicable state law.

23.2 The notification required by paragraph 23.1 shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation of the hazardous substances. The City shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

23.3 The identity of the receiving facility and state will be determined by the City. The City shall provide all relevant information, including information under the categories noted in paragraph 23.1, above, on the off-site shipments, as soon as practicable, but no later than twenty-four (24) hours before the hazardous substances are actually shipped.

XXIV. RECORD RETENTION

24.1 The City shall preserve all documents and information relating to the Work performed under this Consent Order, or relating to the hazardous substances found at or released from the Site, for six (6) years following completion of the response action required by this Consent Order. In addition, the City shall also retain, as appropriate, monthly reports on analytical services pursuant to OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to Potentially Responsible Party-Lead Superfund Sites," (July 6, 1992). At the end of this six year period and thirty (30) days before any document or information is destroyed, the City shall notify EPA that such documents and information are available to EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to EPA.

XXV. DEFINITIONS

25.1 "Business Days" as used in this Consent Order shall mean every day of the week except Saturdays, Sundays, City holidays and federal holidays.

25.2 "Calendar Days" as used in this Consent Order shall mean every day of the week, including Saturdays, Sundays, City holidays and federal holidays.

25.3 "Work" as used in this Consent Order shall mean all requirements of this Consent Order, including any modifications hereto.

25.4 All terms not defined herein shall have the meanings set forth in CERCLA and the NCP.

XXVI. NOTICE OF COMPLETION

26.1 When EPA determines, after EPA's review and approval of the Final Report required pursuant to paragraph 8.10 of this Consent Order, that all response action specified in Section VIII of this Consent Order has been fully performed, and upon receipt of any and all penalties assessed by EPA, with the exception of any continuing obligations required by this Consent Order, including those requirements specified in Sections XV ("Reservation of Rights"), XVI ("Other Claims"), XIX ("Liability of the United States Government") and XXIV ("Record Retention"), EPA will provide a notice of completion to the City.

FOR THE CITY:

BY: 
James Cuorato
Director Of Commerce

DATE: 5/23/02

Approved as to form:
Nelson A. Diaz, City Solicitor

BY: 
Patrick K. O'Neill
Senior Attorney

DATE: 5/20/02

FOR THE EPA:

Enterprise Site/
Runway 8-26 Project Area

Docket No. III-2001-0007-DC

BY: 

Thomas Voltaggio
Acting Regional Administrator
U.S. Environmental Protection
Agency, Region III

DATE: 6-05-02