IN THE MATTER OF:

The Asbestos Dump - Millington Site
Morris County, New Jersey

CERCLA LIEN PROCEEDING
Docket No. II-CERCLA-90113

RECOMMENDED DECISION

This matter is a proceeding to determine whether the United States Environmental Protection Agency (EPA) has a reasonable basis to perfect a lien pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) on certain property in Millington, New Jersey owned by Tifa Realty, Inc. (Tifa).

This proceeding, instituted at Tifa's request, is being conducted in accordance with EPA's *Supplemental Guidance on Federal Superfund Liens*, OSWER Directive No. 9832.12-1a, issued July 29, 1993 (*Supplemental Guidance*). As Regional Judicial Officer for EPA's Region 2, I am the neutral EPA official designated to conduct this proceeding and to make a written recommendation to the Regional Counsel (the Region 2 official authorized to file liens) as to whether EPA has a reasonable basis to perfect the lien.

In accordance with the *Supplemental Guidance*, I held a meeting with Tifa's Counsel and with Counsel for EPA-Region 2. The meeting notes have been transcribed and added to the Lien Filing Record (LFR) as required by the *Supplemental Guidance*. I have also added to the LFR post-meeting submissions, both dated March 22, 2001, filed by Tifa's Counsel and by EPA-Region 2, and descriptions of these submissions have been incorporated into a revised Lien Filing Record Index. I have taken the entire LFR into consideration in writing this Recommended Decision.

Section 107(l) of CERCLA, 42 U.S.C. § 9607(l) provides that all costs and damages for which a person is liable to the United States in a cost recovery action under CERCLA shall constitute a lien in favor of the United States upon all real property and rights to such property which (1) belong to such person and (2) are subject to or affected by a removal or remedial action. The lien arises at the time costs are first incurred by the United States with respect to a response action under CERCLA or at the time the landowner is provided written notice of potential liability, whichever is later. CERCLA Section 107(l)(2); 42 U.S.C. § 9607 (l)(2). The lien also applies to all future costs incurred at the site.

The lien continues until the liability for the costs or a judgment against the person arising out of such liability is satisfied or becomes unenforceable through operation of the statute of limitations. CERCLA Section 107(l)(2); 42 U.S.C. § 9607(l)(2).

Under the *Supplemental Guidance* I am to consider all facts relating to whether EPA has a reasonable basis to believe that the statutory elements for perfecting a lien under Section 107(l) of CERCLA have been satisfied. Specific factors for my consideration under the *Supplemental Guidance* include:

1) Was the property owner sent notice by certified mail of potential liability?

2) Is the property owned by a person who is potentially liable under CERCLA?

3) Is the property subject to or affected by a removal or remedial action?

4) Has the United States incurred costs with respect to a response action under CERCLA?

5) Does the record contain any other information which is sufficient to show that the lien should not be filed?

Due Process Requirements

While CERCLA does not provide for challenges to the imposition of a lien under Section 107(l), in accordance with the *Supplemental Guidance* the Agency affords property owners an opportunity to present evidence and to be heard when it files CERCLA lien notices. The *Supplemental Guidance* was issued by the Agency in response to the decision in Reardon v. U.S., 947 F.2d 1509 (1st Cir. 1991). Under Reardon, the minimum procedural requirements would be notice of an intention to file a lien and provision for a hearing if the property owner claimed that the lien was wrongfully imposed. Reardon at 1522; In the Matter of Iron Mountain Mine, Inc., Determination of Probable Cause, May 4, 2000.

The Standard to be Applied

The "reasonable basis" standard applied here is that used in the *Supplemental Guidance*: "The neutral Agency official should consider all facts relating to whether EPA has a reasonable basis to believe that the statutory elements have been satisfied for the perfection of a lien." *Supplemental Guidance* at page 7. In addition, the *Supplemental Guidance* provides that ". . .the property owner may present information or submit documents purporting to establish that EPA has erred in believing that it has a reasonable basis to perfect a lien . . ." *Id.*

Factual Background

The Millington site (Site) is approximately 11 acres of commercial property located on Division Avenue in Morris County, New Jersey. The Site is bound on the west by the Passaic River, on the north by the Millington Train Station, and on the east and south by commercial and private residences. Between 1941 and 1948, the United States Navy (Navy) employed the owner/occupant of the facility, Smith Asbestos Corp. (originally Asbestos Limited, Inc.) to do contract work for the Navy. Navy personnel supervised operations at the Site. Asbestos Limited, Inc. was engaged in the fiberization and sale of asbestos; Smith manufactured asbestos roofing and siding.

National Gypsum (Gypsum) owned the property from 1953, manufacturing cement asbestos sidings and roofing sheets there until 1975, when Gypsum closed the Site. Ownership was transferred to Tifa, Ltd., a Liberian corporation (Tifa, Ltd. - L) in 1978.

In 1982, information request letters were sent to Gypsum and Tifa, Ltd. - L. Gypsum's response acknowledged generation and disposal of asbestos and other waste during its operations. Tifa, Ltd. - L responded that it did not generate, transport or dispose of any hazardous waste at the Site.[1]

An Administrative Order (AO) was issued in April of 1985, requiring Gypsum and Tifa, Ltd. - L to perform a remedial investigation/feasibility study (RI/FS) at the Site. Gypsum, in accordance with the AO, began to perform a RI/FS at the Site, completing the work in 1987. Remedial investigation field activities found a mound of asbestos waste on the property, as well as other hazardous waste on the Site, including friable asbestos and other contaminants (mercury and pesticides). There was also evidence of some hazardous waste washing into the Passaic River, a drinking water source.[2]

EPA issued a Record of Decision (ROD) in 1988 in which a remedy for the Site was selected.[3] In 1989, EPA issued an Administrative Order (AO) to National Gypsum and Tifa, Ltd. - L to conduct remedial actions at the Site.[4] Gypsum began work under the AO but declared bankruptcy in the early 1990s. Tifa, Ltd. - L stated it would not complete the selected remedial activities or perform the planned removal activities at the Site.[5] EPA has completed removal and remedial work at the Site and is currently conducting the first year of Operation and Maintenance there.

EPA's attorney estimated that the removal and remediation project will cost more than five (5) million dollars over the life of the project. To date, EPA has spent over $4,675,516.82, and is expecting the final cost to be approximately $500,000 higher.[6] In 1993, EPA recovered $2,729,246.90 from Gypsum, leaving a balance of $1,946,271 of unrecovered costs.

On May 5, 1998, Tifa, Ltd. - L transferred title to the Site to Tifa, Ltd., a New Jersey corporation (Tifa, Ltd. - NJ). Immediately Tifa, Ltd. - NJ transferred title to the Site to Tifa, a newly created corporation and current owner of the Site.[7]

Factors for Review

1) Notice of Potential Liability

There is no dispute that the property owner, Tifa, was sent notice by express mail dated February 15, 2001 of potential liability and EPA's intent to perfect a lien. See Document 8 in the LFR.

2) Property Owned by Potentially Liable Party

There is no dispute as to Tifa's ownership of subject property as of May 5, 1998. See Deed, Document 5, and Title Search/Ownership Index, including prior deeds, Document 6, in the LFR. While Tifa acknowledges that it is potentially liable under CERCLA for the cost of the removal activities undertaken by EPA on the property, Tifa questions the extent of its liability. See the fifth factor, below.

3) Property Subject to Removal or Remedial Action

It is undisputed that EPA has undertaken a removal or remedial action on the property. However, Tifa disputes whether the entire parcel is in fact subject to or affected by the removal or remedial action, stating that EPA's removal and remediation activities only took place on 3 acres of the 11 acre property.

Tifa asserted, during the March 8, 2001 meeting, that, as the removal and remediation activities only occurred on 3 acres of the parcel, it is unreasonable to place a lien on the entire parcel. In response, EPA points out that while the area contaminated by hazardous waste encompassed approximately three acres, the area of remediation was approximately 4.5 acres.[8] In addition, EPA states that, as the Site is one legal parcel of property (Block 119, Lot 1), the lien attaches to the entire parcel by law. EPA also notes that the entire lot has been rendered marketable as a result of its cleanup. [9]

Tifa's limited interpretation of the phrase "property subjected to or affected by a removal or remedial action" as it appears in Section 107(l) of CERCLA is not supported by either the legal precedent or the guidance. As stated in *Guidance on Federal Superfund Liens*, OSWER Directive No. 9832.12, issued September 22, 1987 (*Guidance*)[10]: "The lien apples to all property owned by the PRP upon which response action has been taken, not just the portion of the property directly affected by cleanup activities." This *Guidance* cites H.R. 2817 (page 18), enacted as part of Superfund Amendments and Reauthorization Act of 1986 (SARA), which states that "the lien should apply to the title to the entire property on which the response action was taken."

In the Recommended Decision of In the Matter of Avanti Site, Probable Cause Determination, February 4, 1997, the Regional Judicial Officer considered whether, contrary to the Respondent's contentions, the entire site was subject to or affected by a removal or remedial action. Basing her decision *inter alia* on the fact that there was evidence in the LFR that the contamination actually went beyond the boundaries of the site, the RJO found that the entire site was subject to or affected by a removal or remedial action and therefore, properly subject to the lien.

In the Matter of Maryland Sand Gravel and Stone Company, EPA Docket No. CERC-III-99-002L, CERCLA Lien Proceeding, June 22, 1999, the Regional Judicial Officer determined that a lien on two contiguous pieces of property was reasonable, although there was no contamination of the second parcel, and therefore no remediation or removal. However, in addition to the fact that the property owner had always treated both parcels, though legally separate, as a single site, there had been groundwater testing, as well as other monitoring and investigative activities, on the second site.

In the instant case, while the entire property may not have been contaminated by the asbestos and other hazardous substances, there were certainly investigative activities and monitoring, including soil borings, groundwater sampling, surface water sampling, and air monitoring, on the Site and related areas. See LFR Documents 2, ROD, and 3a, Progress Pollution Reports. In addition, similar to facts in the Avanti case, cited above, hazardous waste in the instant case was washing into the Passaic River, beyond the legal boundaries of the property.

Morever, the Millington Site, as one legal parcel of property, was rendered unmarketable by the existence of said contamination on a portion of the parcel. To the extent that EPA's efforts have rendered the property designated as Block 119, Lot 1 marketable and more valuable, the entire parcel has been "affected" by the removal; where the value of the whole parcel has been enhanced by the removal and remediation, it is reasonable to subject that entire parcel to a lien. Perfecting a lien on the Site would best serve one of the purposes of the lien provision, which is to prevent windfalls to the landowner, who in this case, will realize an appreciated value on the entire parcel from the efforts of EPA on a portion of that parcel.

Therefore, I find that the entire Site was in fact subject to or affected by a removal or remedial action for purposes of Section 107(l) of CERCLA.

4) United States Incurred Costs

There is no dispute that the United States incurred costs with respect to a response action on the Site under CERCLA. See LFR Documents 7a and 7b. However, Tifa asserts that the amount of unrecovered costs from which the amount of Tifa's potential liability (and hence, the amount of the lien) will be calculated must be reduced by imputing interest to the sum which another potentially responsible party (PRP), Gypsum, paid in settlement of its liability for the cleanup costs at the Site.

According to Tifa's calculations as set forth in its post-meeting submission,[11] if interest is imputed to the sum paid by Gypsum from 1993 through 1999 at the "Superfund interest rates" for the relevant years, the settlement amount of $2,729,246.90 paid by Gypsum would increase to $3,600,306, leaving $1,075,211 in unrecovered EPA response costs. Therefore, Tifa raises the question of the imputation of interest because of its bearing on the amount of the lien which EPA seeks to perfect.

In support of its position, Tifa submitted Exhibit B to its post-meeting submission, a February 22, 2001 newspaper article discussing a fine paid to the U.S. Fish and Wildlife Service (Fish and Wildlife) by Gypsum as a result of a court action brought by Fish and Wildlife against Gypsum for dumping asbestos.[12] The article mentions that the fine was placed in an interest-bearing account through the Department of Justice, and had grown substantially throughout the 1990s; the sum is now to be used to improve and restore parts of the tract of land where the dumping occurred.

In response, EPA points out that Section 113(f) of CERCLA provides that a settlement with a PRP reduces the potential liability of other parties by the amount of the settlement; no mention of interest on the amount of settlement is mentioned in the statute. EPA acknowledges that there does not appear to be case law addressing the specific issue of imputed interest. However, it notes that, in response to arguments by defendants that previous settlements have left them liable for a disproportionate amount of unreimbursed response costs, courts have consistently ruled that non-settlers bear the risk of paying the full amount of all response costs which have not been previously reimbursed. EPA also notes that the amount received from Gypsum was not deposited in a special account earmarked or set aside for use at the Site. In addition, EPA points out that $1,237,704 of response costs were incurred prior to September 1991, before the settlement was paid by Gypsum.[13]

I do not find any indication in the statutes, regulations, guidance, or case law that interest is to be imputed to the settlement amount to reduce the amount of unreimbursed response costs. From a practical standpoint, I observe, among other distinctions between the instant facts and the Fish and Wildlife case cited by Tifa, that while the fine received by Fish and Wildlife from Gypsum was held in an interest bearing account specifically designated for that site, no interest on settlement money was earmarked for the Site at Millington. While Fish and Wildlife was able to utilize the principal plus interest to further restore and improve the refuge subsequent to the cleanup, the article said nothing about reducing the liability of another liable party, if any, by the amount of the interest earned on the fine received from Gypsum.

Moreover, it is clear that, from a policy standpoint, it would be unwise of EPA to impute interest on money collected from one PRP to reduce the liability of another PRP who refused to pay a share of the cleanup costs or otherwise cooperate with an Administrative Order. The end result would be to encourage PRPs to delay settlement as long as possible to benefit from interest accruing on the settlement payments of other PRPs who were quicker to cooperate with EPA. In this case, Tifa was the recipient of an order with which they refused to cooperate. It would be inequitable for EPA to

reduce Tifa's liability by imputing interest on any money collected from Gypsum as another liable party which did initially perform the work in accordance with the AO, and subsequently reimbursed EPA some of EPA's unrecovered costs in completing the work. Without a definitive showing by Tifa that this imputation of interest is intended by the statute, I believe that such an interpretation of Section 113(f) of CERCLA is unsupported and unreasonable. Therefore, I find that the amount of unrecovered costs incurred by EPA should not be reduced by imputing interest to the sum collected from Gypsum.

5) Other Information Showing Lien Should Not Be Filed

First, Tifa maintains that perfecting a lien against the property at issue is premature and unreasonable until the extent of another party's (the United States, based on the operations of the Navy at the Site) liability is definitely established. Tifa also questions the equity of the lien, especially in light of the nature of its liability, as owner of the property only, and the fact that there are PRP's which Tifa's feels are more culpable for the hazardous releases on the property. Finally, Tifa believes it was very cooperative in facilitating EPA's cleanup and was in the midst of productive settlement negotiations with EPA when the lien notice was received.

Tifa recognizes that, due to its status as current owner of the property, it is liable under Section 107(a)(1) of CERCLA for costs of removal or remedial action incurred by EPA. However, Tifa takes the position that EPA has not met the requirements of Section 107(l) of CERCLA as to the costs and damages for which Tifa is liable. Tifa argues that there is another PRP besides itself and Gypsum, the United States, against whom no action has been taken. It offers documentation in its post-meeting submission that establishes that the Navy, from at least 1941 though 1947, employed the then current occupant of the Site, Smith Asbestos Corp. (Asbestos Limited, Inc.), to do contract work for the Navy. The Navy supervised this contract work. Releases of hazardous substances occurred at the Site during the time of the Navy's operations at the Site.

Tifa also claims that it did not release any hazardous substances on the property or own the property at the time of the hazardous releases, contrasting the nature of its liability with that of Gypsum and the United States. In the case of both Gypsum and the Navy, Tifa point out evidence of some connection between the operations of each and hazardous releases at the Site. As discussed above, Gypsum has settled with EPA. However, Tifa maintains that it is impossible to determine Tifa's potential liability at this time, and requests that the perfection of the lien should be delayed until the extent of the United States' liability, if any, for the Navy's operations on the Site is determined.

During the March 8th meeting, EPA pointed out that CERCLA § 107(a) provides for joint and several liability, i.e., the owner of a facility from which there is a release or threat of release of hazardous substances for which the United States incurred response costs is liable for all costs of the removal or remedial action. EPA notes that, pursuant to CERCLA § 107(l), all costs and damages for which a person is liable to the United States in a cost recovery action under CERCLA shall constitute a lien in favor of the United States upon all real property and rights to such property which (1) belong to

such person and (2) are subject to or affected by a removal or remedial action. In a footnote to its post-meeting submission, EPA emphasizes case law recognizing joint and several liability and holding that EPA does not have to identify and bring action against all possible parties. EPA also states that, under CERCLA § 113(f), any person may seek contribution from any other person who is liable or potentially liable under Sections 106 or 107(a) of CERCLA. EPA states that Tifa is free to pursue this option by seeking contribution from the United States based on the Navy's operations at the Site.

Tifa's position is that the imposition of joint and several liability is improper where there is a basis for apportionment of liability. Because Tifa feels that by assessing the United States' liability, a basis for apportionment of liability between the United States and Tifa exists, Tifa objects to the application of joint and several liability in this instance.

There is no doubt that the statute imposes joint and several liability on PRPs, and that, in this case, there does not exist any definitive basis for apportionment of liability to override joint and several liability. In addition, I disagree that the perfection of the lien should be delayed until such apportionment of liability can be determined. The identification of another PRP whose liability has not been established or quantified should not delay the imposition of a lien. Once again, it must be emphasized that non-settlers bear the risk of paying full amount of all response costs which have not been previously reimbursed.

As stated in the *Guidance*, the statute does not require that an exact sum of costs be specified as a prerequisite to perfection of a lien, especially since the lien includes the cost of ongoing response work. As noted in one Recommended Decision, "it was anticipated that CERCLA liens would often be filed early in the history of a response action, at a point where EPA would not know the full cost of its response action." In the Matter of Iron Mountain Mine, Inc., Determination of Probable Cause, May 4, 2000 at 8.

In another Recommended Decision, there is a discussion of future response costs to be included in the lien. The Regional Judicial Officer found that the lien notice could properly set forth an EPA estimate of future response costs totaling $40 million dollars where the estimate was based on the Remedial Project Manager's best professional judgment. In the Matter of Maryland Sand Gravel and Stone Company, EPA Docket No. CERC-III-99-002L, CERCLA Lien Proceeding, June 22, 1999.

The Regional Judicial Officer in Region 3, in reviewing the amount of unrecovered response costs, acknowledged that the summary of cleanup costs, as updated, would reflect a smaller amount of EPA unrecovered costs because these costs had been reduced by ongoing settlement negotiations. However, the RJO noted that "although the precise amount of unrecovered costs, which will define the extent of the lien, seems to be decreasing significantly, the record clearly shows that the United States has incurred costs with respect to a response action under CERCLA at the Site." In the Matter of Picollo Farm Superfund Site, CERCLA Lien Proceeding, August 27, 1997 at 4.

One purpose of a lien is to ensure that there is property available to reimburse EPA for its unrecovered costs. The amount of the potential liability of the party against whose property a lien is to filed need not be established with any exactitude prior to the filing of the lien. Furthermore, in light of this underlying purpose of a CERCLA lien, to protect the United States' ability to recover public funds expended on the cleanup of contamination on the property, as a matter of policy the Agency will consider perfecting a lien on subject property whenever settlement negotiations have not yet resulted in appropriate assurance that the United Sates will be able to recover the funds it has expended at the site. *Guidance,* Section IV.

A second purpose of the lien authority is to prevent windfalls to the property owner. As quoted on page 4 of In the Matter of Iron Mountain Mine, Inc., supra, "A statutory lien would allow the Federal government to recover the enhanced value of the property and thus prevent the owner from realizing a windfall from cleanup and restoration activities." The RJO cites 131 Cong. Rec. S11580 (statement of Senator Stafford)(September 17, 1985). See also House Energy and Commerce Report on H.R. 2817, page 40, indicating that the lien provision was intended to prevent unjust enrichment. In the Matter of Copley Square Plaza Site, Determination of Probable Cause, June 5, 1997.

As stated above, it is inappropriate to delay the perfection of the lien solely on the expectation that some future administrative or judicial action may determine the exact apportionment of liability among the PRPs. Nothing included in the LFR has established a basis for apportionment of liability, and it would be inappropriate to attempt to establish that basis at this juncture. The fact that there may be other parties involved in the contamination of the Site who have not been had liens filed against their properties and have not had to pay cleanup costs does not constitute "any other information which is sufficient to show that the lien notice should not be filed" under the *Supplemental Guidance*. See In the Matter of Picollo Farm Superfund Site, CERCLA Lien Proceeding, August 27, 1997.

Thus, I find Tifa's assertion that EPA has not established the respective liabilities of all of the PRPs is not a sufficient basis for finding that a CERCLA lien should not be filed.

In addition to the arguments offered by Tifa as to the legal deficiencies of the proposed lien, Tifa challenges the equity of the lien in its February 26, 2001 response to the lien notice[14], and during the meeting on March 8, 2001.

One basis for Tifa's position that perfection of a lien would be inequitable is Tifa's contention, discussed at length above, that Gypsum and the Navy were the only parties who actually engaged in polluting activity at the Site and were, therefore, more culpable than Tifa.
Tifa also claimed that EPA abruptly discontinued settlement negotiations with their client. It emphasized that Tifa was extremely cooperative with EPA in facilitating EPA's completion of this remedy, including allowing EPA access to the facility and permitting EPA to incorporate Tifa's existing drainage system in its remediation.

Regarding Tifa's allegations of unfairness based on its cooperation and ongoing negotiations, EPA responds that it has spent money improving Tifa's contaminated property and rendering it marketable. With regard to Tifa's more specific claim of cooperation in allowing EPA to utilizing its existing drainage system, EPA notes that the system completed by Tifa was improperly installed, causing workers to be exposed to uncontrolled asbestos, as well as run-off into the Passaic River, and needed to be corrected.

First, for the reasons discussed above, I find Tifa's assertion that it did not cause the contamination at the Site to be an insufficient basis for finding that a CERCLA lien should not be filed. Moreover, irregardless of Tifa's cooperation and participation in ongoing settlement discussions, I must consider the underlying purposes of a CERCLA lien, which is to protect the United States' ability to recover public funds expended on the cleanup of contamination on the property and to avoid a windfall to the landowner. As stated above, citing the *Guidance* and other Recommended Decisions in CERCLA Lien Proceedings, as a matter of policy the Agency will consider perfecting a lien whenever settlement negotiations have not yet resulted in appropriate assurance that the United States will be able to recover the funds it has expended at the site. Further, delay by EPA in filing the lien risks the impairment of EPA's liability to recover the costs. In the Matter of Iron Mountain Mine, Inc., Determination of Probable Cause, May 4, 2000. Therefore, I find that the filing of a lien should not be delayed in this case by instances of cooperation on the part of Tifa or ongoing settlement negotiations.

Conclusion

I find that the LFR supports a determination that EPA has a reasonable basis to perfect a lien under Section 107(l) of CERCLA. Tifa has not submitted any information that would rebut EPA's claim that it has a reasonable basis to perfect a lien. Issues such as the extent of Tifa's cooperativeness in facilitating the cleanup at the Site, the progress of the settlement negotiations, and the liability of Tifa as a landowner subsequent to the hazardous releases only, do not reach the issue of the reasonable basis to file the lien, but address matters of discretion within the prerogative of Region 2's management. The decision to actually file a lien remains within the Regional Counsel's discretion.

The scope of this proceeding is narrowly limited to the issue of whether or not EPA has a reasonable basis to perfect its lien. This Recommended Decision does not compel the filing of the lien; it merely establishes that there is a reasonable basis for doing so. This Recommended Decision does not bar EPA or the property owner from raising any claims or defenses in later proceedings; it is not a binding determination of liability. The recommendation has no preclusive effect and shall not be given any deference or otherwise constitute evidence in subsequent proceedings.

Dated: May 15, 2001

/s/
HELEN S. FERRARA
Regional Judicial and Presiding Officer
U.S. EPA-Region II

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1. LFR Document 2 at 2.

2. LFR Document 2 at 5.

3. LFR Document 2.

4. LFR Document 4.

5. LFR Document 3a, *September 24, 1997 Action Memorandum* at 10.

6. LFR Documents 7a and 7b.

7. LFR Documents 5 and 6.

8. There is some indication in the LFR that wastes were disposed over a five (5) acre area of the Site (LFR Documents 3a and 4). However, the exact acreage of the disposal site or the area of removal and remediation is not crucial to my analysis.

9. LFR Document 10.

10. The *Guidance on Federal Superfund Liens*, OSWER Directive No. 9832.12, issued September 22, 1987, was supplemented, not superseded, by the *Supplemental Guidance on Federal Superfund Liens*, OSWER Directive No. 9832.12-1a, issued July 29, 1993.

11. LFR Document 11.

12. Because the tract of land discussed in the article was designated as a federal wildlife refuge, Fish and Wildlife had the responsibility for overseeing the site cleanup.

13. LFR Document 12.

14. LFR Document 9b.