

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III

IN THE MATTER OF:

C & R BATTERY, CO., INC., SUPERFUND  
SITE BELLWOOD ROAD, CHESTERFIELD  
COUNTY, VIRGINIA

RESPONDENTS

Proceeding under Section 122(g)(4)  
of the Comprehensive Environmental  
Response, Compensation, and  
Liability Act of 1980, as amended,  
42 U.S.C. § 9622(g)(4).

Docket No. III-94-25-DC

ADMINISTRATIVE ORDER BY CONSENT

**TABLE OF CONTENTS**  
**ADMINISTRATIVE ORDER BY CONSENT**  
**C & R BATTERY, INC., SUPERFUND SITE**

---

	<b>Page</b>
<b>I. JURISDICTION.....</b>	<b>1</b>
<b>II. STATEMENT OF PURPOSE.....</b>	<b>3</b>
<b>III. DEFINITIONS.....</b>	<b>4</b>
<b>IV. STATEMENT OF FACTS.....</b>	<b>7</b>
<b>V. DETERMINATIONS BY EPA.....</b>	<b>12</b>
<b>VI. ORDER.....</b>	<b>14</b>
<b>VII. PARTIES BOUND.....</b>	<b>15</b>
<b>VIII. PAYMENT BY DE MINIMIS RESPONDENTS.....</b>	<b>15</b>
<b>IX. STIPULATED PENALTIES.....</b>	<b>17</b>
<b>X. CERTIFICATION OF DE MINIMIS RESPONDENTS.....</b>	<b>18</b>
<b>XI. COVENANTS NOT TO SUE BY UNITED STATES .....</b>	<b>19</b>
<b>XII. RESERVATION OF RIGHTS .....</b>	<b>20</b>
<b>XIII. COVENANTS BY DE MINIMIS RESPONDENTS .....</b>	<b>22</b>
<b>XIV. CONTRIBUTION PROTECTION.....</b>	<b>23</b>
<b>XV. APPENDICES.....</b>	<b>24</b>
<b>XVI. OPPORTUNITY FOR PUBLIC COMMENT.....</b>	<b>24</b>
<b>XVII. ATTORNEY GENERAL APPROVAL .....</b>	<b>25</b>
<b>XVIII. COSTS AND FEES .....</b>	<b>25</b>
<b>XIX. EFFECTIVE DATE.....</b>	<b>25</b>

## I. JURISDICTION

A. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach de minimis settlements in actions under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2933, January 29, 1987, and further delegated to the EPA Regional Administrators by EPA delegation 14-14-E, September 13, 1987.

B. This Consent Order concerns the reimbursement of response costs which have been or which may be incurred by the United States in responding to releases or threatened releases of hazardous substances at the approximately eleven acre C & R Battery Company, Inc. Superfund Site ("the Site") located in Chesterfield County, Virginia. The Site is more particularly identified on the map attached as Appendix A.

C. This Consent Order is entered into voluntarily by and between the United States Environmental Protection Agency ("EPA") and all of the de minimis potentially responsible parties listed in Appendix B who have executed the attached signature pages ("de minimis Respondents" or "Respondents"). Each de minimis Respondent agrees to undertake all actions required by the terms

and conditions of this Order. Each de minimis Respondent consents to and will not contest EPA's jurisdiction to issue this Order or to implement or enforce its terms.

D. The de minimis Respondents further agree and submit that the United States District Court for the Eastern District of Virginia has jurisdiction over this Consent Order for the purposes of any subsequent proceedings for implementation or enforcement of this Order because a release or threatened release of hazardous substances occurred at the C & R Battery Company, Inc. Site in Chesterfield County, Virginia.

E. This Consent Order was negotiated and executed by the EPA and the de minimis Respondents in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order.

F. The EPA and the de minimis Respondents agree that this Consent Order is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in the Order. The participation of the de minimis Respondents in this Order shall not be considered an admission of liability and shall not be admissible in evidence against the de minimis Respondents in any judicial or administrative proceeding other than proceedings to implement or enforce this Order or a judgment relating to it.

## II. STATEMENT OF PURPOSE

A. By entering into this Consent Order, the mutual objectives of the EPA and de minimis Respondents are:

1. to reach a final settlement between the EPA and the de minimis Respondents which allows each de minimis Respondent to make a cash payment, including a premium as specified herein, to settle, in accordance with the terms, conditions, and reservations herein, their respective alleged liability for all Past and Future Response Costs that the EPA has incurred or may incur at or in connection with the Site, and for natural resource damages under the trusteeship of the Department of Interior ("DOI") and the National Oceanic and Atmospheric Administration ("NOAA") (if the payment in Column C marked "Nat. Res. Cost Share" of Appendix C is made), in exchange for a covenant not to sue respecting further CERCLA civil liabilities as set forth in Sections XI and XII, and contribution protection as set forth in Section XIV, thereby avoiding difficult, prolonged and complicated litigation among EPA, the de minimis Respondents and other potentially responsible parties;
2. to simplify the remaining enforcement activities concerning the Site by eliminating a substantial number of parties from further involvement in the Site;
3. to reimburse the Hazardous Substances Superfund for a portion of the response costs incurred or to be incurred in connection with the Site without waiving EPA's assertion of joint and several liability against parties other than the Respondents.

### III. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Order, including the appendices attached hereto, the following definitions shall apply:

A. "Consent Order" or "Order" shall mean this "Administrative Order By Consent" and all appendices attached hereto. In the event of conflict between this Order and any appendix, this Order shall control.

B. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601- 9675.

C. "Chesapeake & Potomac Telephone Company, Inc." or "C & P Telephone Company" or "C & P" (now called Bell Atlantic - Virginia, Inc.) shall refer to the potentially responsible party who is currently undertaking Remedial Action and Operation and Maintenance at the Site in accordance with the Unilateral Administrative Order issued by EPA Region III on March 27, 1992.

D. "Commonwealth" or "State" shall mean the Commonwealth of Virginia.

E. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of

time under this Consent Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

F. "DOI" shall mean the United States Department of Interior and any successor departments or agencies of the United States.

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

H. "Future Response Costs" shall mean any oversight costs and any further response costs, including but not limited to direct and indirect costs, and excluding only Past Response Costs, that may be incurred by EPA and the U.S. Department of Justice on behalf of EPA at the Site and for which the Respondents are potentially liable.

I. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C.

§ 9605, as set forth at 55 Fed. Reg. 8,666 (March 8, 1990), and codified at 40 C.F.R. Part 300, including any amendments thereto.

J. "NOAA" shall mean the United States National Oceanic and Atmospheric Administration of the Department of Commerce and any successor of departments or agencies of the United States.

K. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral or an upper case letter.

L. "Past Response Costs" shall mean all costs, including but not limited to, direct and indirect costs that EPA and the U.S. Department of Justice on behalf of EPA have incurred and paid through July 6, 1993, including any costs reimbursed to the Commonwealth for the Site, plus accrued interest on all such costs through such date.

M. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site and signed on March 30, 1990, by the Regional Administrator, EPA Region III, and all attachments thereto.

N. "Remedial Action" shall mean those activities, except for Operation and Maintenance, specified in EPA's Unilateral Administrative Order issued on March 27, 1992.

O. "Respondents" shall mean the named de minimis potentially responsible parties listed in Appendix B who are signatories to this Consent Order.

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

Q. "Site" shall mean the C & R Battery Company, Inc. Superfund Site, including areas defined in 40 C.F.R. § 300.400(e) encompassing approximately eleven acres, located in an industrial area six miles southeast of Richmond, Virginia in Chesterfield County, Virginia and more particularly identified on the map attached as Appendix A.

R. "Unilateral Administrative Order" or "UAO" shall refer to the EPA Unilateral Administrative Order relating to the C & R



Battery, Inc. Superfund Site, signed by the Regional Administrator of EPA Region III on March 27, 1992, and all attachments thereto.

S. "United States" shall mean the United States of America, its agencies, departments and instrumentalities.

T. "Volumetric Ranking Summary" shall mean the list prepared by EPA for the Site of all parties' volumetric share including cost share and premium, attached as Appendix C.

#### IV. STATEMENT OF FACTS

A. The C & R Battery Company, Inc. Site is located in an industrial area in Chesterfield County, Virginia, approximately 6 miles southeast of Richmond, Virginia. The Site is more particularly identified on the map attached as Appendix A.

B. The Site, which is approximately eleven acres, is rectangular in shape and is bordered on the north, south and west by open fields and woods and on the east by a small fuel-oil distributor. Water supplies, including drinking water, for business, industrial and residential usage within one mile of the Site are provided by groundwater sources. The Site is situated in an area which drains directly into the James River, located approximately 650 feet north of the Site.

C. The C & R Battery Company, Inc., ("C & R") operated a battery processing shredder (breaker) facility within a 4.5 acre tract of land on the Site. The facility operation was designed to separate and recover lead from discarded automobile, truck and

other types of batteries. Generally, operations involved receiving bulk shipments of discarded batteries, cutting open the tops of the batteries and draining the battery acids into on-site acid storage-containment ponds located within the central area of the Site, adjacent to the battery breaker. Waste generated by the operation was located throughout the Site and included lead sulfide, lead, plastic battery casing materials, and sulfuric acid.

D. The Virginia State Water Control Board ("VA SWCB") began monitoring the Site in the late 1970's. Throughout the years, the Board conducted several rounds of sampling for lead in soil, surface water, and groundwater. These samplings revealed elevated levels of lead in all media. In 1979, the VA SWCB conducted a soil sampling program at the Site. The data indicated that lead was present at concentrations up to 16,000 milligrams per kilogram (mg/kg). The pH of the soils ranged from 3.3 to 6.5. Additional contaminants such as arsenic, chromium, copper, nickel, and mercury were reported. Each of these substances is a hazardous substance as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

E. On February 24, 1986, EPA's Field Investigation Team ("FIT") conducted a Site Investigation of local groundwater, surface water and soil contamination. On-site soil samples revealed levels of lead as high as 63,000 mg/kg. In the summer of 1986, EPA conducted a removal action at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

F. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the CERCLA National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on July 22, 1987, 52 Fed. Reg. 27620.

G. On August 29, 1988, in response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, EPA commenced a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to the National Contingency Plan.

H. EPA's RI/FS, completed in January 1990, identified the following major contaminated areas: (1) a sulfuric acid pond, one quarter acre in size, with very high amounts of lead contamination; (2) lead and other heavy metal contamination in surface soils; (3) lead contaminated subsurface soils; (4) a stack of nickel/cadmium batteries; and (5) lead contaminated drainage ditch sediments.

I. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for Remedial Action on January 25, 1990 in the Richmond Times Dispatch. EPA provided an opportunity for written and oral comments from the public on the proposed Remedial Action. A copy of the transcript of the public meeting is available to the public as part of the Administrative Record upon which the Regional Administrator based the selection of the response action.

J. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Final Record of Decision ("ROD"), executed on March 30, 1990, to which the Commonwealth of Virginia had given its concurrence. The ROD includes a summary of responses to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

K. The Remedial Action selected in the ROD includes, but is not limited to, the excavation of surface and subsurface soils containing lead above the 1,000 mg/kg action level, treating them with a cement/pozzolan-based or similar stabilization process, and then disposing of the soils in an offsite landfill.

L. Under the selected alternative, a hybrid closure (soil cover) has been implemented by C & P for the residual contamination (soil with lead concentrations between 120 mg/kg and 1000 mg/kg) outside of the acid pond area. Drainage ditch sediments with lead levels above 450 mg/kg were also excavated. The acid pond area underwent a clean closure in accordance with the Virginia Hazardous Waste Management Regulations (VHWMR).

M. In February 1991, EPA commenced its work on the Remedial Design of the remedy selected by EPA in its ROD dated March 30, 1990. EPA completed the Remedial Design in May 1992.

N. Pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), EPA issued a Unilateral Administrative Order ("UAO"), Docket No. III-92-17-DC, on March 27, 1992, to seventeen (17)

PRPs whose known waste contribution to the Site as of March 1992 was above one percent of the total known amount of waste sent to the Site. The UAO directed the PRPs to implement the remedy selected by EPA in its ROD dated March 30, 1990, in accordance with the final Remedial Design prepared by EPA. C & P was the only PRP who agreed to comply with the UAO.

O. In performing the required response actions at the Site, EPA and the U.S. Department of Justice, have incurred and will continue to incur response costs. As of July 6, 1993, EPA and the U.S. Department of Justice had incurred \$2,377,514.00 in Past Response Costs, including prejudgment interest, which still remain unreimbursed. EPA will incur future response costs at the Site. EPA estimates that future response costs will be approximately \$154,695 for EPA's oversight of performance of the remedy and for operation and maintenance of the remedy.

P. EPA has reviewed records describing the transactions of the PRPs, including de minimis Respondents, in relation to the Site. These records include information describing the amount and nature of waste contributed to the Site. Based upon that review, EPA has determined that each de minimis Respondent listed in Appendix B arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such de minimis Respondent, at the Site, or accepted a hazardous substance for transport to the Site.

Q. Information currently known to EPA indicates that each de minimis Respondent listed in Appendix B contributed less than 0.5% percent of the hazardous substances to the Site, and that the toxic or other hazardous effects of the hazardous substances contributed by each de minimis Respondent to the Site are minimal compared to the other hazardous substances at the Site. Attached hereto and incorporated by reference is the Volumetric Ranking Summary which is listed as Appendix C and lists the estimated volume of the hazardous substances contributed to the Site by each de minimis Respondent, as well as the total estimated volume of hazardous substances received and processed at the Site.

R. In evaluating the settlement embodied in this Consent Order, EPA has considered the possible future response costs if the remedial action is not protective of public health, welfare or the environment.

S. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, at the Site, of a hazardous substance owned or possessed by such person, or who accepted a hazardous substance for transport to the Site.

#### V. DETERMINATIONS BY EPA

Based on the Statement of Facts set forth above, and on the administrative record for this Site, the EPA has determined that:

1. The C & R Battery Company, Inc. Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

3. Each Respondent is liable within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

4. The materials shipped to the Site include "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

5. The past, present or future migration of hazardous substances from the Site constitute an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

6. The Past and Future Response Costs incurred or to be incurred in connection with the Site are removal and remedial response costs within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

7. Prompt settlement with the de minimis Respondents is practicable and in the public interest, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

8. As to each Respondent; this Consent Order involves only a minor portion of the response costs at the Site pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

9. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

#### VI. ORDER

Based on the foregoing Statement of Facts and Determinations by EPA, in order to reach an expedited de minimis settlement in connection with the C & R Battery Company, Inc. Superfund Site, in consideration of, and in exchange for, the promises and mutual undertakings and covenants herein, and intending to be legally bound hereby, the EPA and the de minimis Respondents agree, and the EPA hereby orders, as follows:

A. Within sixty (60) calendar days of the effective date of this Order, each de minimis Respondent shall pay its cost share as set forth below:

1. Each Respondent's volumetric share of the cost basis (Column A marked "Cost Share" in Appendix C) of \$2,532,209.00 (EPA's past costs and total estimated future costs); and

2. A settlement premium equal to 92% of the de minimis Respondent's volumetric share of \$2,532,209.00 (Column B marked "92% Basic Premium" in Appendix C) .



B. In addition, each de minimis Respondent wishing to resolve its potential liability for injury to, destruction of, or loss of natural resources under the trusteeship of DOI and NOAA and the cost of assessing such injury, destruction or loss, may do as follows:

1. Within sixty (60) calendar days of the effective date of this Consent Order, each de minimis Respondent shall also pay its volumetric share of the Federal Natural Resource cost share as set forth in Column C marked "Nat. Res. Cost Share" of Appendix C.

#### **VII. PARTIES BOUND**

This Consent Order shall apply to and be binding upon the EPA and the de minimis Respondents and their successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the party represented by him or her.

#### **VIII. PAYMENT BY DE MINIMIS RESPONDENTS**

A. Within sixty (60) calendar days of the entry of this Consent Order, each Respondent shall pay the amount (add columns A and B for the EPA payment amount only or add columns A, B and C for the EPA, DOI and NOAA payment amount) specified for that party as set forth in Attachment C to this Consent Order and as specified in Section VI, above. Each Respondent shall remit a

certified check for its cost share as specified in Section VI above, made payable to the Hazardous Substance Superfund. Interest shall begin to accrue on the unpaid balance from the date specified above. Checks should specifically identify the Site name, the EPA Region, the CERCLA Site/Spill ID Number VAD049957913, and the docket number of this Order and be forwarded to:

United States Environmental Protection Agency,  
Region III  
Attention: Superfund Accounting, P.O. Box 360515,  
Pittsburgh, PA 15251-6515.

After receipt of monies under this section, EPA will forward the appropriate Federal Natural Trustee Share to DOI and/or NOAA pursuant to their instructions (the amounts paid by de minimis Respondents under Column C of Appendix C).

B. When sending the certified check referred to in paragraph A immediately above, each de minimis Respondent shall also send a copy of its certified check along with the transmittal letter(s) to:

EPA Regional Docket Clerk (3RC00)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

and

Joan Armstrong (3HW11)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

C. Amounts due and owing pursuant to the terms of this Consent Order but not paid in accordance with the terms of this

Consent Order shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

#### **IX. STIPULATED PENALTIES**

In addition to any other remedies or sanctions available to the United States, any de minimis Respondent to this Consent Order who fails or refuses to comply with any term or condition of this Order, shall be liable to the EPA upon demand for stipulated penalties for each day, or portion thereof, for each violation in the following amounts:

<u>Period of Violation</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 500
8th through 15th day	\$ 1,000
16th day and beyond	\$ 1,500

B. All stipulated penalties owed to the EPA under this Section IX shall be due and payable within thirty (30) days of such de minimis Respondent's receipt from the EPA of a demand for payment of stipulated penalties. All payments of stipulated penalties shall be by certified check made payable to "EPA Hazardous Substances Superfund," and shall be mailed to the following address:

U.S. Environmental Protection  
Region III  
Attention: Superfund Accounting  
P.O. Box 360515  
Pittsburgh, PA 15251-6515

All such checks shall reference the EPA Region and CERCLA Site/  
Spill ID Number VAD049957913.

C. When sending the certified check referred to in paragraph B, immediately above, such de minimis Respondent shall also send a copy of its check to:

EPA Regional Docket Clerk (3RC00)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

and

Joan Armstrong (3HW11)  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107

D. Stipulated penalty amounts due and owing pursuant to the terms of this Consent Order but not paid in accordance with the terms of this Consent Order shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

E. Nothing in this Consent Order shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of any Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

#### **X. CERTIFICATION OF DE MINIMIS RESPONDENTS**

Each de minimis Respondent certifies individually that, to the best of its knowledge and belief, it has conducted a

thorough, comprehensive, and good faith search for documents concerning the Site and has fully and accurately disclosed to EPA all information currently in its possession, or in the possession of its officers, directors or employees, which relates in any way to the generation, treatment, transportation or disposal of hazardous substances at, or in connection with the Site. If this certification is subsequently determined to be false, such de minimis Respondent shall forfeit all payments made pursuant to Section VIII of this Consent Order. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from such de minimis Respondent's false certification.

#### **XI. COVENANTS NOT TO SUE BY UNITED STATES**

A. Subject to the reservation of rights in Section XII (Reservation of Rights) of this Consent Order and upon receipt of payment, pursuant to Section VIII, from a de minimis Respondent of the amount specified in Section VI (A) and (B) of this Consent Order, for payment of EPA's costs and the federal natural resource trustees' costs (DOI and NOAA), the United States (EPA, DOI and NOAA) covenants not to sue or to take any other civil or administrative action against such de minimis Respondent for civil liability for reimbursement of Past or Future Response Costs, for damages for injury to, destruction of or loss of natural resources or for injunctive relief pursuant to Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a),

with regard to the Site.

B. Subject to the reservation of rights in Section XII (Reservation of Rights) of this Consent Order and upon receipt of payment, pursuant to Section VIII, from a de minimis Respondent of the amount specified in Section VI (A) of this Consent Order, for payment of EPA's costs only, the United States (EPA) covenants not to sue or to take any other civil or administrative action against such de minimis Respondent for civil liability for reimbursement of Past or Future Response Costs or for injunctive relief pursuant to Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), with regard to the Site.

C. The United States' covenant not to sue is conditioned upon the complete and satisfactory performance by a de minimis Respondent of its obligations under this Consent Order. These covenants not to sue extend only to the de minimis Respondents and do not extend to any other person.

## **XII. RESERVATION OF RIGHTS**

A. The United States expressly reserves, and nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for, any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the Respondents for:

(1) Any liability as a result of failure to make the payments required by Section VIII, or otherwise comply with the

terms of this Consent Order;

(2) liability arising from the past, present, or future disposal, release or threat of release of hazardous substances outside of the Site;

(3) Any matters not expressly included in XI.A above, including, without limitation, liability for damages for injury to, destruction of or loss of natural resources (unless such de minimis Respondent pays the amount set forth in Column C of Appendix C as allowed under Section VIII);

(4) liability for costs recoverable pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a), that have been or may be incurred by NOAA, DOI or any other trustees for natural resources which have spent, or may in the future spend, funds relating to the Site (unless such de minimis Respondent pays the amount set forth in Column C of Appendix C as allowed under Section VIII);

(5) criminal liability; or

(6) liability for violations of federal or state law other than those which are addressed under this Consent Order.

B. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, DOI and NOAA, to seek or obtain further relief from any Respondent, and the covenant not to sue set forth above and the contribution protection provided below will become null and void as to any individual Respondent, if:

(1) Such de minimis Respondent contributed greater than 0.5% of the hazardous substances at the Site or contributed

hazardous substances which contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site, and/or

(2) Such Respondent(s)' certification in Section X of this Order is false.

C. Nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Order.

### **XIII. COVENANTS BY DE MINIMIS RESPONDENTS**

Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against the United States, its contractors, employees, and authorized representatives, with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law, any claim against the United States, including any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, related to the Past Response Costs, or any claims arising out of response activities



at the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

#### **XIV. CONTRIBUTION PROTECTION**

A. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. Nothing in this Order affects or limits any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which the United States and the Respondents may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

B. Subject to the Reservation of Rights in Section XII of this Order, the United States agrees that each Respondent by entering into and complying with the terms of this Consent Order, will have resolved its liability to the United States for matters addressed in this Consent Order pursuant to Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), and is entitled to such protection from contribution actions or claims as is provided by Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5).

C. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site,

Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XI (Covenants Not to Sue by United States).

#### **XV. APPENDICES**

The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the map of the Site.

"Appendix B" is the complete list of the de minimis Respondents.

"Appendix C" is the Volumetric Ranking Summary.

#### **XVI. OPPORTUNITY FOR PUBLIC COMMENT**

This Administrative Order By Consent shall be subject to a 30-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), the EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

**XVII. ATTORNEY GENERAL APPROVAL**

In accordance with CERCLA Section 122(g)(4), 42 U.S.C. § 9622(g)(4), this Consent Order shall not become effective until it is approved by the Assistant Attorney General.

**XVIII. COSTS AND FEES**

Respondents shall bear their own costs and attorney's fees regarding this action.

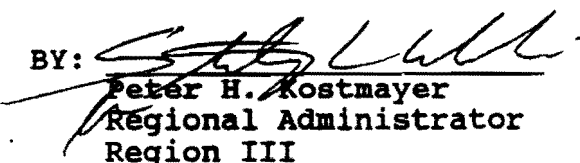
**XIX. EFFECTIVE DATE**

The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the Assistant Attorney General has approved the Consent Order in accordance with Section XVII, above, and that the public comment period pursuant to Section XVI of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

FOR THE United States Environmental Protection Agency:

BY:

  
Peter H. Kostmayer  
Regional Administrator  
Region III  
U.S. Environmental Protection  
Agency

Date:

9/26/94

RE: Docket No. III-94-25-DC

APPROVED IN ACCORDANCE WITH 42 U.S.C. § 9622(g)(4):

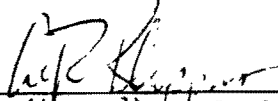
BY: \_\_\_\_\_

Date: \_\_\_\_\_

Lois J. Schiffer  
Acting Assistant Attorney General  
Environment and Natural Resources Division

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR AT & T Corp. (f/k/a Western Electric)

BY:   
NAME (typed): J. G. Borum  
TITLE (typed): Environmental & Safety  
Engineering Vice President

DATE: 8/1

In the Matter of:

The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

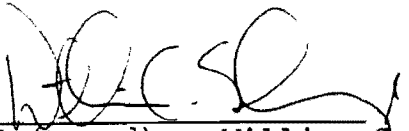
FOR Annaco, Inc. (f/k/a Annadale Scrap Co., Inc.)

BY: W. C. [unclear]  
NAME (typed): WILLIAM W. [unclear]  
TITLE (typed): Attorney

DATE: 5/31/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Arcon Equipment, Inc.

BY:   
NAME (typed): William C. Shumay, Jr.  
TITLE (typed): Vice President

DATE: 8/25/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Baker Iron & Metal Co., Inc.


BY: Benjamin R. Baker  
NAME (typed): Benjamin R. Baker  
TITLE (typed): President

DATE: August 31, 1994



In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Mr. F. Wayne Barlow

BY:   
Name (typed): F. Wayne Barlow  
TITLE (typed): \_\_\_\_\_

DATE: 9-19-94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

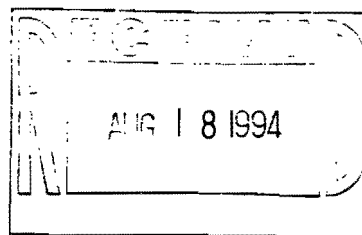
FOR Bell Atlantic - Maryland, Inc. (f/k/a C&P Telephone of  
Maryland)

BY: Robert D. Lynd

DATE: 9/6/94


Name (typed): Robert D. Lynd

TITLE (typed): Attorney



In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

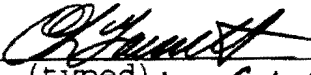
FOR Berry Enterprises, Inc.

BY:   
NAME (typed): Tom Bishop  
TITLE (typed): President  
Berry Iron & Metal

DATE: August 31, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Boydton Farm Supply Co.

BY:   
NAME (typed): C. L. Garnett  
TITLE (typed): OWNER

DATE: 9-9-94

Charles L. Garnett  
Owner

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR ~~Breder~~ Companies, Inc. (f/k/a Brenner Iron & Metal Company)

BY: 

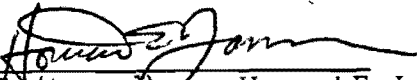
DATE: 8-24-71

Name (typed): MICHAEL BRENNER

TITLE (typed): PRESIDENT

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC


FOR Bridgestone/Firestone, Inc.

BY:   
NAME (typed): Howard E. Jarvis  
TITLE (typed): Attorney

DATE: 8/24/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

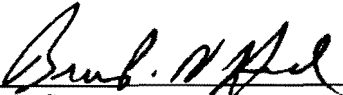
FOR Brittenham's Rebuilding Service, Inc.

BY:   
NAME (typed): Thomas E. Brittenham  
TITLE (typed): President

DATE: Aug. 29, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Bruce's Iron & Metal Company, Inc.


BY:   
Name (typed): Bruce P. Wofford  
Title (typed): President

Date: Aug 29, 1994



In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Charles Bluestone Company

BY:   
NAME (typed): PAUL HAVESON  
TITLE (typed): PRESIDENT

DATE: 8/29/94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR City of Richmond, Virginia

BY: David B. Kearney

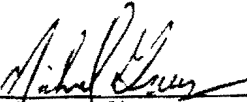
DATE: September 9, 1994

Name (typed): David B. Kearney

TITLE (typed): Assistant City Attorney

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC


FOR Cohen & Green Salvage Co., Inc.

BY:   
NAME (typed): Michael Green  
TITLE (typed): President

DATE: August 23, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

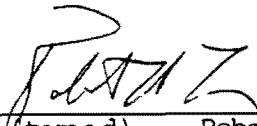
FOR Coiners Scrap Iron and Metal, Inc.

BY:   
NAME (typed): Preston A. Coiner  
TITLE (typed): Secretary

DATE: 8/29/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Columbia Steel & Metal Co., Inc.

BY:   
NAME (typed): Robert A. Levy  
TITLE (typed): President

DATE: 9/2/94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Cook's Scrap Metal, <sup>Inc.</sup>~~Co.~~

BY: J. D. Cook

DATE: 8-30-94

Name (typed): J. D. COOK

TITLE (typed): President

C & R Battery Site

Joan Armstrong (3HWII)

In The Matter Of:

C & R Battery Co., Inc.

Docket No. III 94-25-DC

For: Cumberland Battery Inc.

BY: John M. Kempo

DATE: 8-27-94

NAME: (typed) John M. Kempo

TITLE: (typed) President

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR D.C. Systems, Inc.

BY: Thomas C. Schira

DATE: 8-26-1994

Name (typed): THOMAS E. SCHIRA

TITLE (typed): PRESIDENT

D.C.SYSTEMS,INC INTENDS TO SETTLE THE NATURAL RESOURCE DAMAGE  
CLAIM.



In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR D.C. Systems, Inc.

BY: Thomas E. Schira  
Name (typed): THOMAS E. SCHIRA  
TITLE (typed): PRESIDENT


DATE: 8-26-1994

D.C.SYSTEMS, INC INTENDS TO SETTLE THE NATURAL RESOURCE DAMAGE  
CLAIM.

8-27, 1994 AMENDING ABOVE STATEMENT TO INCLUDE THAT THE SETTLEMENT  
IS TO APPLY TO THE PROPOSALS OF BOTH THE US.EPA AND  
THE DEPARTMENT OF INTERIOR AND NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION, AND THAT AS SUCH,  
APPENDIX B TO THE ADMINISTRATIVE ORDER BY CONSENT SHOULD  
BE AMENDED TO APPROPRIATELY INCLUDE D.C.SYSTEMS, INC IN  
THE DE MINIMUS SETTLEMENT PROPOSAL.

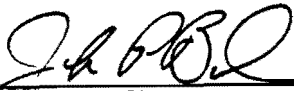
In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Doody's Used Auto Parts, Incorporated

BY:  DATE: 9/20/94  
NAME (typed): Stephen A. Hudgins, Esquire  
TITLE (typed): Attorney for Doody's Used Auto Parts, Inc.

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Exide Corporation

BY: 

DATE: 8/24

NAME (typed): John P. Baranski

TITLE (typed): Vice President - Environmental Resources

RECEIVED  
1994-04426  
AUG 18 1994

L. R. RAYMOND

RECEIVED

AUG 26 1994

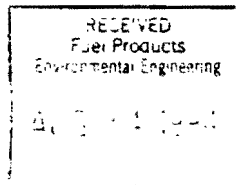
T. DEAN SIMMONS

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Exxon Corporation

BY: T. Dean Simmons  
NAME (typed): T. Dean Simmons  
TITLE (typed): Counsel

DATE: 8/29/94



RECEIVED

AUG 23 1994

R. W. UPCHURCH, JR.

RECEIVED  
205

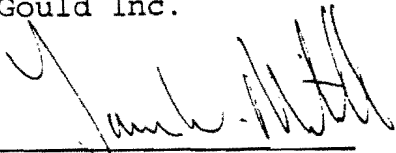
AUG 22 1994

X H. J. LONGWELL

RW

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Gould Inc.

BY:   
NAME (typed): Lawrence W. Mitchell  
TITLE (typed): Associate Counsel

DATE: 8-30-94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Hopewell Iron & Metal Company, Inc.

BY: Michael Fratarcangelo  
NAME (typed): Michael Fratarcangelo  
TITLE (typed): President

DATE: August 23, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR International Business Machines Corporation

BY: Wayne S. Balta DATE: 8/31/94  
NAME (typed): Wayne S. Balta TAB  
TITLE (typed): Director, Corporate Environmental Programs

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR J.C. Penney Company, Inc.

BY: 

DATE: August 25, 1994

NAME (typed): Carl B. Seaholm

TITLE (typed): Manager, Corporate Risk Management



In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Kirk Battery Co.

BY:   
NAME (typed): ROGER J. KIRK  
TITLE (typed): PRESIDENT

DATE: AUGUST 30, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Knox Metals Corporation

BY: Ed Parton  
NAME (typed): Ed Parton  
TITLE (typed): President

DATE: 2.30.94

In the Matter of:

The C & R Battery Co., Inc. Site

Docket No. III-94-25-DC

FOR Lake City, Inc. (f/k/a Lake City Scrap Metal, Inc.)

**BY:**

NAME (typed): IAN J. ABRAMS

TITLE (typed): PRES.

DATE: 8/19/94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Lake City, Inc. (f/k/a Bedford Recycling)

BY: [Signature]

DATE: 7/18/94

Name (typed): IAN J. ABRAMS

TITLE (typed): Pres.

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Leesburg Iron & Metal, Inc.

BY: Gilbert Freedman  
Name (typed): GILBERT FREEDMAN  
TITLE (typed): PRESIDENT

DATE: 24 Aug 94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Livingston & Co., Inc.

BY: Roger Livingston  
NAME (typed): ~~ROGER L. LIVINGSTON~~  
TITLE (typed): ~~VICE - PRESIDENT~~

DATE: AUGUST 18, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC


FOR Manassas Scrap Metal Co.

BY: Benjamin Smitson  
NAME (typed): BENJAMIN SMITSON  
TITLE (typed): MANAGER

DATE: 8 31 94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Maryland Recycle Company, Inc.

BY:   
NAME (typed): Ronald L. Vogt  
TITLE (typed): President

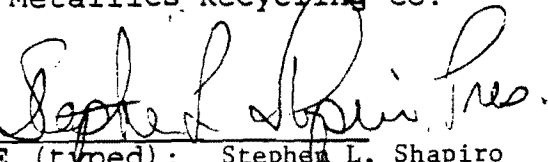
DATE: 9/8/94





In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Metallics Recycling Co.

BY:   
NAME (typed): Stephen L. Shapiro  
TITLE (typed): President

DATE: August 25, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Metalmart, Inc.

BY: Dan W. Cohen 8/31/94  
NAME (typed): Dan W. Cohen  
TITLE (typed): President

DATE: August 31, 1994

I, Dan W. Cohen, on behalf of **Metalmart, Inc.**, certify that the tax returns and other documents submitted to EPA fairly and accurately reflect **Metalmart, Inc.'s** financial condition for the time periods indicated, that no other documents exist that would give a different picture of **Metalmart, Inc.'s** financial condition for the time period indicated or currently, and that **Metalmart, Inc.'s** financial condition has not significantly changed since the preparation of the most recent tax returns. I, Dan W. Cohen, on behalf of **Metalmart, Inc.** declare under penalty of perjury that the foregoing is true and correct. If this certification is subsequently determined to be false, **Metalmart, Inc.** shall forfeit all payments made pursuant to Section VIII of the Consent Order. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from **Metalmart, Inc.'s** false certification.

Executed on: 8/31/94

Dan W. Cohen X  
Signature  
8/31/1994

AUG 22 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Mine Battery Service, Inc.

BY: Daniel Bickey  
NAME (typed): DANIEL BICKEY  
TITLE (typed): PRESIDENT

DATE: 9-2-94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

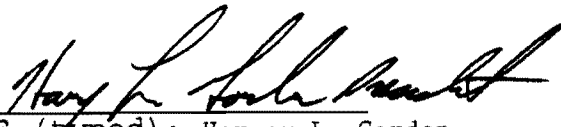
FOR Mountain Metal Company Incorporated, of West Prestonsburg,  
Kentucky

BY: Gary M. Coy  
NAME (typed): Gary M. Coy  
TITLE (typed): President

DATE: 8-26-94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Myers Brothers, Inc.

BY:   
NAME (typed): Harvey L. Gordon  
TITLE (typed): President

DATE: 8/25/94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR The National Waste Paper Company

BY: Temple W. Cabell  
Name (typed): Temple W. Cabell, Esq.  
TITLE (typed): Attorney-in-fact for  
National Waste Paper Company

DATE: Aug 23, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR New Castle Battery Manufacturing Company

BY: Steven Warner, V.P.  
NAME (typed): Steven Warner  
TITLE (typed): Vice President

DATE: August 31, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Matthew J. Nasuti, Esq. On behalf of  
Newell Industries Inc. (686563) (313122)  
and the group of Newell Companies

BY: Matthew J. Nasuti  
NAME (typed): Matthew J. Nasuti  
TITLE (typed): Counsel for Newell

DATE: September 1, 1994

This settlement includes the Natural Resource Damage Claim.



In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Clarence R. "Buddy" Newton d/b/a B&N Auto & Salvage Co.

BY: Clarence R. "Buddy" Newton

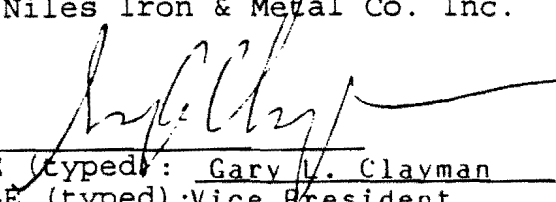
DATE: 8/22/84

Name (typed): Clarence R. "Buddy" Newton

TITLE (typed): Sole Proprietor  
d/b/a B&N Auto & Salvage Co.

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

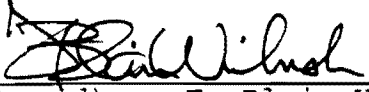
FOR Niles Iron & Metal Co. Inc.

BY:   
NAME (typed): Gary L. Clayman  
TITLE (typed): Vice President

DATE: September 6, 1994

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Norfolk Southern Railway Company

By:   
Name (typed): F. Blair Wimbush  
Title (typed): General Attorney

DATE: 9/1/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

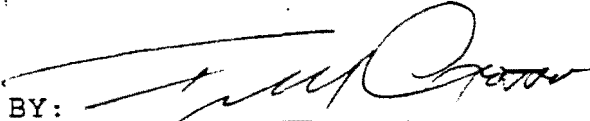
FOR Omnisource Corporation

BY: Leonard Rifkin  
NAME (typed): Leonard Rifkin  
TITLE (typed): President & CEO

DATE: 8/25/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Pascap Company, Inc.

BY: 

DATE: Aug. 22, 1994

NAME (typed): Frank G. Capasso  
TITLE (typed): President

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR RSR Corporation

BY: John A. De Paul

DATE: 8/30/94

Name (typed): John A. De Paul

TITLE: (typed): Sr. Vice President - Administration

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Reserve Iron & Metal Ltd., Partnership (f/k/a Reserve Iron & Metal, Inc.)

BY: [Signature]  
NAME (typed): IAN J. KRAMS  
TITLE (typed): C.E.O.

DATE: 8/19/94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Reynolds Metals Company

BY: John R. Amos

DATE: 8/29/54

NAME (typed): John R. Amos

TITLE (typed): General Manager, Energy, Environment,  
Safety, Industrial Hygiene & Toxicology



In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Richmond, Fredericksburg and Potomac Railroad Company

BY: Jeffrey J. Sherman DATE: 8/20/94

NAME (typed): Jeffrey J. Sherman

TITLE (typed): Senior Vice President

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Rocky Mount Recyclers, Inc.

BY: 

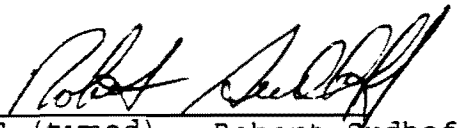
NAME (typed): Ted Ward

TITLE (typed): President

DATE: 8.22.94

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC


FOR St. Marys Iron and Steel Corporation

BY:   
NAME (typed): Robert Sudhoff  
TITLE (typed): Vice President Finance

DATE: August 26, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Sammett Towing and Salvage, Inc.

BY:   
NAME (typed): Adolf E. Sammet  
TITLE (typed): President

DATE: 9-9-94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Siskin Steel & Supply Co., Inc.

BY: 

NAME (typed): Robert Siskin

TITLE (typed): Executive Vice President

DATE: Aug. 24, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Southern Foundry Supply, Inc.  
And its former parent SMC Corporation

BY: 

NAME (typed): GARY D. CHAZEN

TITLE (typed): PRESIDENT

DATE: August 22, 1994

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR James H. Street

BY: James H. Street Jr.

DATE: 9/21/94

Name (typed): JAMES H STREET

TITLE (typed): \_\_\_\_\_

I, JAMES H. STREET, certify that the tax returns and other documents submitted to EPA fairly and accurately reflect my financial condition for the time periods indicated, that no other documents exist that would give a different picture of my financial condition for the time period indicated or currently, and that my financial condition has not significantly changed since the preparation of the most recent tax returns. I, JAMES H. STREET, declare under penalty of perjury that the foregoing is true and correct. If this certification is subsequently determined to be false, I, JAMES H. STREET shall forfeit all payments made pursuant to Section VIII of the Consent Order. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from my false certification.

Executed on: 9/21/94

James H Street  
Signature

1004  
OCT 1994  
UFC 1150

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Textron, Inc.

BY: 

NAME (typed) Philip J. Tralies

TITLE (typed) Sr.V.P.-Finance & Admin.

DATE: August 29, 1994



In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR United Salvage Company

BY:

Name (typed):

TITLE (typed):

*Harold B. Miller*  
*President*

DATE:

*8/19/74*

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR V. H. Holmes & Sons, Inc.

BY: Max W Smith  
NAME (typed): Max W. Smith  
TITLE (typed): Sec.-Treas.

DATE: 8/26/94

In the Matter of:  
C & R Battery Co., Inc.  
Docket No. III-94-25-DC

FOR Ware's Van & Storage Co., Inc. (f/k/a S&M Systems Corp.)

BY: Donald I. Brand

DATE: 8-31-94

Name (typed): DONALD I. BRAND

TITLE (typed): DIRECTOR OF FINANCE

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Western Auto Supply Company


BY: Barry L. Huffman  
NAME (typed): BARRY L. HUFFMAN  
TITLE (typed): SENIOR ASSOCIATE COUNSEL  
AND ASSISTANT SECRETARY

DATE: 8/23/94

RECEIVED  
AUG 22 1994  
LEGAL DEPT.

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

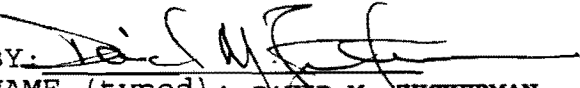
FOR Willoughby Iron & Waste Material Co.

BY:   
NAME (typed): ERNEST J. BENCHELL  
TITLE (typed): PRESIDENT

DATE: AUGUST 26, 1994

In the Matter of:  
The C & R Battery Co., Inc. Site  
Docket No. III-94-25-DC

FOR Zuckerman Metals, Inc.

BY:   
NAME (typed): DAVID M. ZUCKERMAN  
TITLE (typed): PRESIDENT

DATE: AUGUST 24, 1994