



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

IN THE MATTER OF:)
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)
)
 Master Disposal Service)
 Landfill)
)
)
)
 RESPONDENTS.)
)
 Proceeding Under Section 106(a))
 of the Comprehensive Environ-)
 mental Response, Compensation,)
 and Liability Act of 1980)
 (42 U.S.C. §9606(a)))
 _____)

U.S. EPA Docket No. V-W- '86 -C- 007

I.

ADMINISTRATIVE ORDER BY CONSENT

The authorized representatives of the parties to this Administrative Order by Consent ("Consent Order" or "Order"), as signatories hereto, agree to the entry of the following Consent Order and agree to be bound by its terms.

II.

JURISDICTION

A. This Consent Order is issued and entered into pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §9606(a), and delegated to the Administrator of



the United States Environmental Protection Agency ("U.S. EPA") on August 14, 1981, by Executive Order 12316, 46 Fed. Reg. 42237, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation Nos. 14-14 and 14-14-A, the latter of which was signed on April 16, 1984. This Order is also issued pursuant to the authority vested in the Wisconsin Department of Natural Resources ("WDNR") by Section 144.442, Wisconsin Statutes.

- B. Respondents agree to undertake all actions required by the terms and conditions of this Consent Order. Respondents consent to and will not challenge or contest U.S. EPA or WDNR authority to enter into this Consent Order or the jurisdiction of an appropriate court to consider a claim for enforcement of this Order.

III.

PARTIES BOUND

- A. The following persons are parties to this Consent Order:
- (1) U.S. EPA through the Regional Administrator of U.S. EPA, Region V.
 - (2) State of Wisconsin through the WDNR.
 - (3) All persons listed in Attachment 1 ("Respondents").
- B. This Order shall apply to and be binding upon U.S. EPA, WDNR and Respondents. U.S. EPA, WDNR and Respondents shall ensure that their officers, directors, principals, employees, agents, successors, assignees, and all persons, contractors,

and consultants acting for them, abide by the terms of this Consent Order.

- C. The undersigned representative of each person listed in paragraph A certifies that he or she is fully authorized by the person or persons whom he or she represents to enter into the terms and conditions of this Order and to execute and legally bind that person or those persons to it.
- D. Respondents shall assume any and all liability arising from or relating to its acts or omissions in the performance of the work or from their failure to perform fully or complete the work under this Consent Order, including but not limited to, the requirements of Section VI ("Work to be Performed"). In the event that any Respondent fails, in whole or in part, to carry out its responsibilities to undertake and complete the activities required by this Consent Order, the other Respondents shall remain liable for the full completion of all such requirements. No change in ownership, corporate, or partnership status will in any way alter the status of Respondents individually or collectively under this Order. Despite any such changes in status, each Respondent's liability for carrying out all activities required by this Order will remain unaffected.
- E. Respondents shall provide a copy of this Order to each contractor or consultant selected to perform the activities

required by this Order and shall instruct each such contractor to provide a copy thereof to each subcontractor retained.

IV.

STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of U.S. EPA, WDNR and Respondents are: (1) to determine fully the nature and extent of the threat, if any, to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants from the Master Disposal Service Landfill (Remedial Investigation) and; (2) to fully evaluate alternatives for the appropriate extent of remedial action, if any, to prevent or mitigate the migration or the release or threatened release of hazardous substances, pollutants, or contaminants from the Master Disposal Service Landfill (Feasibility Study).

The activities conducted pursuant to this Consent Order are subject to approval by U.S. EPA and shall be consistent with the National Contingency Plan ("NCP"), 40 CFR Part 300 et seq., 47 Federal Register 31180 (July 16, 1982), revised at 50 Federal Register 47912 (November 20, 1985).

V.

AGENCY DETERMINATIONS OF FACT AND LAW

For the purposes of this Consent Order, the Regional Administrator of the U.S. EPA, Region V, and the WDNR have made the following determinations of fact and law. None of the

determinations herein shall be considered admissions by the Respondents for any purpose.

A. The Master Disposal Service Landfill ("MDSL" or "Facility") is located at 19900 West Capitol Drive (Wisconsin Route 190), Town of Brookfield, Waukesha County, Wisconsin. This property is situated in the southwest quarter of Section 5, Township 7 North, Range 20 East, of the Waukesha Quadrangle, Wisconsin. The 40 acre parcel of land is bounded by Wisconsin Route 190 and marshland on the south, the Fox River about 300 feet to the west and marshland on the north and east. The Facility has been owned and operated as a disposal site from 1962 to the present. During its operation the Facility was primarily operated as an industrial waste disposal landfill, though the Facility also included a wood burning area and municipal refuse disposal area. A landfill permit was granted for the Facility in November of 1962 by the Town of Brookfield, the Brookfield Planning Commission and the Waukesha County Park and Planning Commission. In 1966 the Facility was purchased by Mr. Gene R. Blackmer.

B. The MDSL is located on the eastern floodplain of the Fox River. Studies conducted on behalf of MDSL by Warzyn Engineering ("Warzyn Studies") indicate that the floodplain deposits consist of surficial peat and organic silt, and silty clays, with beds ranging in thickness from a few inches to 25 feet. The floodplain deposits are underlain by consolidated bedrock. The bedrock is typically Niagara

dolomite of the Silurian age.

- C. The Warzyn Studies also indicate that the ground water flow of the regional area is from west to east; however, the Fox River intercepts a portion of the easterly flow and diverts the ground water out of the river basin. Consequently, ground water flow on a local basis through the landfill appears to be from the northeast to the southwest. A relatively small ground water mound may have developed within the landfill area due to precipitation percolating through the landfill. The landfill is bounded on the east and south by man-made surface water drainage ditches. The drainage ditches were constructed for the purpose of diverting surface water from the area. Both drainage ditches enter a major drainage channel oriented in an east-west direction at the southeast corner of the landfill. Surface runoff drains to the Fox River.
- D. The MDSL was listed in Group 4 of the National Priorities List ("NPL"), 40 CFR Part 300, Appendix B, pursuant to Section 105(B)(B) of CERCLA, 42 U.S.C. §9605(B)(B).
- E. Industrial wastes, including solvents, paints, adhesives, oils, and foundry wastes, have been disposed at the Facility. This information was developed in the 1970's through WDNR inspection and review of user practices. Ground water

samples obtained on May 16, 1977, by the WDNR indicated levels of chromium in test wells at readings up to 200 ug/liter. Any level greater than 50 ug/liter exceeds current federal drinking water standards for chromium. Phenol levels in ground water samples exceeded drinking water standards (0.001 mg/liter) and ranged from 0.003 to 0.24 mg/liter. Polychlorinated biphenyls (PCBs) were detected in concentrations up to 3.2 ug/liter in Well B15. Other wastes detected by WDNR at the Facility during the 1977 tests include lead, isopropyl alcohol, ethyl acetate, heptane, hexane, methylethyl ketone, toluene and acetone.

- F. The Master Disposal Service Landfill Facility located in Brookfield, Wisconsin is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9), and a "site" or "facility" within the meaning of Section 144.442(1)(d), Wisconsin Statutes.
- G. The Respondents are "persons" as defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21), and Section 144.01(9m), Wisconsin Statutes.
- H. Certain wastes and constituents thereof deposited, stored, disposed of, transported to, placed or located at the Facility constitute "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), and Section 144.01(4m), Wisconsin Statutes.
- I. The migration and potential migration of hazardous substances from the Facility constitutes a "release or threat of release"

as defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

- J. Respondents are potentially responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), and Section 144.442(9)(c), Wisconsin Statutes.
- K. The actual and/or threatened release of hazardous substances from the Facility may present an imminent and substantial endangerment to the public health or welfare or the environment within the meaning of Sections 104 and 106(a) of CERCLA, 42 U.S.C. §§ 9604 and 9606(a).
- L. The actions required by this Consent Order, if properly performed, are consistent with the NCP and are reasonable and necessary to protect the public health, welfare and the environment.
- M. A reasonable time for beginning and completing the work required by this Consent Order has been provided for, and the Respondents have agreed to undertake the work requested by U.S. EPA and WDNR in this Consent Order.

VI.

WORK TO BE PERFORMED

All work to be performed pursuant to this Consent Order shall be conducted under the direction and supervision of a qualified Project Coordinator with expertise in hazardous waste facility investigation and cleanup. Prior to the initiation of

Facility work, Respondents shall notify U.S. EPA and WDNR in writing regarding the names, titles, and qualifications of the proposed Project Coordinator, of other technical staff, and of any consultants, contractors and/or subcontractors to be used in carrying out the terms of this Consent Order. Selection of any such Project Coordinator, contractor or subcontractor shall be subject to approval by U.S. EPA.

Based upon the information available to the parties on the effective date of this Consent Order, but without trial or adjudication of any issue of fact or law, and without Respondents' admission of any fact, liability or responsibility, IT IS HEREBY ORDERED AND AGREED as follows:

- A. Respondents shall implement the tasks detailed in the Remedial Investigation and Feasibility Study Work Plan (RI/FS Work Plan) which has been approved by U.S. EPA and attached to and incorporated into this Consent Order as Exhibit A. The RI/FS Work Plan shall be implemented in accordance with the NCP, U.S. EPA's "Guidance on Remedial Investigations under CERCLA" dated May, 1985, and U.S. EPA's "Guidance on Feasibility Studies under CERCLA" dated April, 1985 (hereinafter "Guidance Documents") as referenced in the RI/FS Work Plan.
- B. Respondents shall provide preliminary and final reports to U.S. EPA and WDNR according to the schedule contained in the RI/FS Work Plan and the Schedule of Deliverables attached to and incorporated into this Consent Order as Exhibit B.

C. U.S. EPA and WDNR shall review the preliminary and final reports and shall notify the Respondents in writing of U.S. EPA's approval or disapproval of these reports or any part thereof. In the event of any disapproval, U.S. EPA shall specify in writing both the reasons for such disapproval and any modifications and/or additions which must be made prior to approval of any report.

D. Within twenty (20) working days of receipt of U.S. EPA notification of preliminary or final report disapproval, Respondents shall amend and submit to U.S. EPA and WDNR such revised reports reflecting the modifications and/or additions required by U.S. EPA. In the event of disapproval of any revised report, U.S. EPA retains the right to amend such reports, to perform additional studies, and to conduct a complete Remedial Investigation and Feasibility Study pursuant to its authority under CERCLA, and obtain cost-recovery thereafter.

E. Respondents shall submit to U.S. EPA a Health and Safety Plan according to the schedule contained in the RI/FS Work Plan. U.S. EPA will review and comment upon such Health and Safety Plan. Neither the Respondents nor their agents shall commence work

at the Site prior to review and comment by U.S. EPA upon such Health and Safety Plan.

F. Respondents shall submit to U.S. EPA a Quality Assurance Project Plan (QAPP) according to the schedule contained in the RI/FS Work Plan. U.S. EPA shall approve or disapprove such plan as described in this Section. Neither the Respondents nor their agents shall commence field work, analyses at the site or any laboratory analyses prior to U.S. EPA's approval of the QAPP.

G. Documents, including reports, approvals, disapprovals, and other correspondence, to be submitted pursuant to this Consent Order, shall be sent by certified mail to the following addresses or to such other addresses as the Respondents, WDNR or U.S. EPA hereafter may designate in writing:

(1) Documents to be submitted to U.S. EPA should be sent to:

5 copies:
Remedial Project Manager
Master Disposal Service Landfill
CERCLA Enforcement Section 5HE-12
U.S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

(2) Documents to be submitted to WDNR should be sent to:

3 copies:
Dennis Kugle
Bureau of Solid Waste Management-SW/3
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707-7921

- (3) Documents to be submitted to Respondents should be sent to:

Rick Smith
Rollins Environmental Services
9000 Gulf Freeway
Suite 240
Houston, Texas 77017

VII.

PROGRESS REPORTS

Respondents shall provide monthly written progress reports to U.S. EPA and WDNR as called for in the RI/FS Work Plan. At a minimum these progress reports shall: (1) Describe and document (with photographs where appropriate) those actions which have been taken during the previous month and describe those actions which are scheduled to be taken during the next month toward achieving compliance with this Consent Order; (2) Describe any problems which have been encountered during the previous month and any problems which are anticipated during the next month; (3) identify and document (with photographs where appropriate) those tasks which have been completed during the previous month and identify those tasks which are anticipated to be completed during the next month; (4) Include the results of all sampling done and tests performed; (5) Include all other data generated or received by Respondents or their contractors or consultants.

The progress reports are to be submitted to U.S. EPA and WDNR on the first working day of each month. The first progress report shall be due after the first full month following the effective date of this Order. Any questions posed by U.S. EPA and WDNR concerning such monthly progress reports shall be answered in writing by Respondents within fifteen (15) working days of the date of receipt of such questions.

VIII.

ADDITIONAL WORK OR MODIFICATION TO WORK

The RI/FS Work Plan has been approved by U.S. EPA and WDNR. However, U.S. EPA and WDNR may determine that modification of the work or additional work, including additional remedial investigatory studies and/or engineering designs or evaluations, should be performed as part of the work required by this Consent Order. Such modification or additional work may be requested by U.S. EPA and WDNR when such work is necessary and consistent with the purposes and objectives of this Consent Order and with the NCP. Respondents shall implement any such modification or additional work. Any modification or additional work shall be completed in accordance with reasonable standards, specifications, and schedules determined or approved by U.S. EPA and WDNR.

IX.

PROJECT COORDINATORS

- A. On or before the effective date of this Consent Order, U.S. EPA, WDNR and Respondents shall each designate a Project Coordinator and shall notify each other in writing of the name

address, and telephone number of the Project Coordinator each party has selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. The U.S. EPA Project Coordinator will be U.S. EPA's designated representative at the Facility. To the maximum extent possible, except as specifically provided in this Order, technical staff communications between Respondents, WDNR and U.S. EPA shall be directed through the Project Coordinators. In addition, all documents, reports, approvals, disapprovals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be sent by certified mail to the Project Coordinators. Each Project Coordinator shall be responsible for assuring that all communications from the other Project Coordinators are properly disseminated and processed.

- B. U.S. EPA, WDNR and Respondents each shall have the right to change their respective Project Coordinators. Such a change shall be accomplished by notifying the other parties by certified mail at least five (5) working days prior to the change.

- C. U.S. EPA's designated Project Coordinator shall have the authority vested in a Remedial Project Manager by the NCP. This includes the authority to halt, change, conduct, or direct

any work required by this Consent Order and/or any other response actions when conditions may present an imminent and substantial endangerment to public health or welfare or the environment. In the event that U.S. EPA's Project Coordinator does require cessation of the work required by the Consent Order, he or she shall retain the authority to require Respondents to modify the performance of the work in such a fashion as to avoid or mitigate any potential imminent and substantial endangerment which may exist.

- D. To the greatest extent possible, Respondents' Project Coordinator shall be at the Facility or available on call during all hours of work. In the event that Respondents' Project Coordinator is unable to be present on site for any period of time during which work is being performed, he or she shall designate a substitute Project Coordinator who shall remain at the Facility during all periods of Respondents' Project Coordinator's absence. Absence of U.S. EPA's, WDNR's, or Respondents' Project Coordinator from the Facility shall not be cause for the stoppage of work.

- E. The Project Coordinators for this project are as follows:

1. U.S. EPA Project Coordinator:

Russell Hart, Remedial Project Manager
Hazardous Waste Enforcement Branch (5HE-12)
U.S. Environmental Protection Agency - Region V
230 South Dearborn Street
Chicago, Illinois 60604

2. WDNR Project Coordinator:

Dennis Kugle, Project Coordinator
Bureau of Solid Waste Management-SW/3
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707-7921

3. Respondents' Project Coordinator:

Rick Smith
Rollins Environmental Services
9000 Gulf Freeway
Suite 240
Houston, Texas 77017

X.

COMPLIANCE WITH ALL APPLICABLE LAWS

All work undertaken by Respondents pursuant to this Consent Order shall be performed in compliance with all applicable federal, state, and local laws and regulations. Respondents shall be responsible for identifying and obtaining all state and local permits which are necessary for the performance of the work required by this Order. To the extent that the issuance of any permit falls within the respective jurisdictions of U.S. EPA and WDNR, those agencies shall not unreasonably delay or impede the issuance of such permit.

XI.

SITE ACCESS

A. Any Respondent having ownership rights in the Facility shall allow access to the Facility by the parties and/or their authorized representatives whenever work is being performed, or at any other reasonable times.

- B. Nothing herein shall be construed as restricting the inspection or access authority of U.S. EPA or WDNR under federal or state law or regulation.
- C. To the extent that the Facility, or portions thereof, is presently owned by a person or persons other than those bound by this Consent Order, Respondents will use their best efforts to obtain a site access agreement for Respondents from such owner(s) within thirty (30) calendar days of the effective date of this Consent Order and shall provide a copy of such agreement to U.S. EPA and WDNR. Such agreement shall provide for access at all reasonable times by U.S. EPA and WDNR and/or their authorized representatives. Such agreement shall also provide for continued access in the event that the present owner sells the site. In the event that a site access agreement is not obtained, Respondents shall notify U.S. EPA and WDNR regarding both the lack of, and efforts to obtain, such an access agreement. If the Respondents are unable to obtain access using their best efforts, EPA may, in its discretion, use such authority as it may have under the statutes and regulations it administers to assist the Respondents in obtaining access to private property where such access is necessary for the work to be performed. If access cannot be obtained and such failure to obtain access affects the ability of the Respondents to substantially

perform the work at the site, this Consent Order shall, at the option of U.S. EPA and WDNR, terminate and be of no further force or effect.

XII.

SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

- A. U.S. EPA, WDNR and the Respondents shall make available to each other the results of all sampling, tests or other data generated by any of them, or on their behalf, with respect to the implementation of this Consent Order.
- B. At the request of U.S. EPA or WDNR, Respondents shall provide split or duplicate samples to U.S. EPA, WDNR and/or their authorized representatives, of samples collected by Respondents pursuant to the implementation of this Consent Order. Respondents shall notify the U.S. EPA and WDNR Project Coordinators orally or in writing not less than seventy-two (72) hours in advance of any sample collection activity.
- C. U.S. EPA, WDNR and their authorized representatives shall have access to the MDSL Site, and to any facility of any of the Respondents or Respondents' contractors at which information related to the work conducted at the MDSL Site pursuant to this Consent Order is located, at all reasonable times for any purpose consistent with this Consent Order, any state environmental law, CERCLA or any other federal law, including but not limited to: inspecting records, operating logs, and contracts related

to work being conducted at the Facility pursuant to this Consent Order; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such tests as U.S. EPA, WDNR or their Project Coordinators deem necessary; and verifying the data submitted to U.S. EPA and WDNR by Respondents. Respondents shall permit the representatives of U.S. EPA and WDNR to use any technical means deemed necessary by U.S. EPA and WDNR including, but not limited to, the use of cameras, sound or video recording devices, or other documentary type equipment to inspect and copy all records, files, logs, contracts, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to or generated by work undertaken pursuant to this Consent Order. Any information obtained may be subject to the protection provided by paragraph D below.

- D. Pursuant to 40 CFR §2.203(b), and/or Section NR 2.19, Wisconsin Administrative Code, Respondents may assert business confidentiality claims covering part or all of the information provided or connected with this Consent Order except for analytical data related to the Facility which are acquired by Respondents, their contractors or consultants. If no claim of confidentiality accompanies the information when it is submitted to U.S. EPA or WDNR, such information may be made available to the public by U.S. EPA or WDNR without further notice to Respondents.

XIII.

QUALITY ASSURANCE

- A. Throughout all sample collection and analysis activities Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with the QAPP to be developed by Respondents and approved by U.S. EPA. Respondents shall consult with U.S. EPA and WDNR in planning for, and prior to, all sampling and analysis as detailed in the RI/FS Work Plan.
- B. In order to provide quality control regarding all samples collected pursuant to this Consent Order, Respondents shall:
1. Ensure that U.S. EPA and WDNR personnel, and/or U.S. EPA and/or WDNR authorized representatives, have access to laboratories and personnel utilized by Respondents for sampling and analytical activities conducted pursuant to this Order.
 2. Ensure that all laboratories utilized by Respondents for sampling and analyses perform such analyses according to U.S. EPA methods or other methods deemed satisfactory by U.S. EPA and submit all protocols to be used for analysis to U.S. EPA at least ten (10) working days prior to the commencement of analysis.
 3. Ensure that all laboratories utilized by Respondent for sampling analyses participate in a quality assurance/quality control program equivalent to

that which is followed by U.S. EPA and which is consistent with U.S. EPA document QAMS-005/80. As part of such a program, and upon request by U.S. EPA or WDNR, such laboratories shall perform analyses of samples provided by U.S. EPA or WDNR to demonstrate the quality of each laboratory's analytical data. U.S. EPA and WDNR may make such requests pursuant to this agreement no more than three (3) times per year for each laboratory.

XIV.

RETENTION AND AVAILABILITY OF RECORDS

Respondents agree to retain during the pendency of this Consent Order and for a minimum of six (6) years after its termination, all records and documents in Respondents' possession, custody or control, including, but not limited to, those in the possession of their divisions, subsidiaries, employees, agents, accountants, contractors, consultants, or attorneys, which relate to the Facility or to this Order regardless of any document retention policy to the contrary. Upon request by U.S. EPA or WDNR, Respondents shall make available to U.S. EPA or WDNR such records or copies of any such records unless otherwise privileged under law. If U.S. EPA and WDNR request

that some or all documents be preserved and retained for a period of time beyond the six (6) year period specified above. Respondents shall comply with that request, provided that such request is received in writing no less than sixty (60) days prior the end of the six (6) year period. Additionally, upon request by U.S. EPA and WDNR, Respondents shall make available to U.S. EPA and WDNR such records or documents preserved and retained beyond the six (6) year period specified above unless such records are otherwise privileged under law.

XV.

DELAY IN PERFORMANCE/STIPULATED PENALTIES

- A. Upon demand by U.S. EPA, if Respondents fail to submit a report or document (except for monthly progress reports) within three (3) days after the date on which it was to be submitted pursuant to the Schedule of Deliverables, or if Respondents otherwise fail to achieve the requirements of this Consent Order, and such failure is not attributable to a "Force Majeure" (as described in Section XXIII), Respondents shall pay into the United States Treasury stipulated penalties as specified below.

- B. When the U.S. EPA demands stipulated penalties pursuant to Paragraph A, such penalties shall accrue in the amount of \$ 750.00 per day for each day of Respondents' failure to comply with the Schedule of Deliverables or for each day of Respondents' failure to achieve the requirements of this Consent Order.

- C. The stipulated penalties set forth in this Section do not preclude U.S. EPA or WDNR from pursuing any other remedies or sanctions which may be available to U.S. EPA or WDNR by reason of the failure of Respondents to comply with any of the requirements of this Consent Order. Such remedies and sanctions include a suit for statutory penalties as authorized by Section 106 of CERCLA, 42 U.S.C. §9606, a federally-funded response action, a suit for reimbursement of costs incurred by the United States, and any equitable relief which may be available to U.S. EPA or WDNR.

XVI.

DISPUTE RESOLUTION

- A. U.S. EPA, WDNR and Respondents shall use their best efforts to resolve informally and in good faith all disputes arising under this Consent Order. However, if Respondents object to any written U.S. EPA notice of disapproval, notice of modification to work, notice of additional work or a written decision made pursuant to this Consent Order, Respondents shall notify U.S. EPA and WDNR in writing of their objections within five (5) working days of receipt of such notice or decision. Any notice provided by Respondents shall set forth the specific points of disagreement, the reasons for Respondents' objections and the actions which Respondents consider to be necessary. If Respondents do not so notify U.S. EPA and WDNR within this five (5) day period, Respondents

shall be deemed to have agreed with the position taken by U.S. EPA.

- B. Respondents shall have the right to seek clarification, approval or ratification regarding issues or actions arising under this Consent Order from U.S. EPA by sending written notice to U.S. EPA with respect to such matters. The notice shall describe the issue or action in question and the position of Respondents with respect thereto. U.S. EPA shall respond in writing to such notice within fifteen (15) working days, and such response shall constitute a "decision made pursuant to this Consent Order" under Paragraph A above.

- C. Where notice of objection has been transmitted to U.S. EPA and WDNR by Respondents, if the issue can be resolved informally within ten (10) working days of receipt of such notice, this Consent Order will be modified to reflect such agreement. If U.S. EPA does not concur with Respondents' position within this ten (10) day period, U.S. EPA will resolve the dispute based upon, and consistent with, the purposes, objectives, terms and conditions of the Consent Order.

- D. The pendency of any dispute shall not affect the timely submittal of deliverables required by this Order, except that, upon mutual agreement of U.S. EPA, WDNR and Respondents, the time period for submittal of any deliverable affected by such dispute may be extended for a period of time not to exceed the actual time taken to resolve the dispute in accordance with the procedures specified herein. U.S. EPA

and WDNR shall not unreasonably withhold their agreement to the granting of such an extension. All elements of the work, including timely submittal of deliverables, required by this Order which are not affected by the dispute shall continue and be completed in accordance with the Work Plan schedule.

- F. Upon resolution of any dispute, Respondents shall immediately incorporate any additions or modifications deemed necessary by U.S. EPA into the RI/FS Work Plan, and shall proceed with the work according to the amended Work Plan.

XVII.

RESERVATION OF RIGHTS

- A. U.S. EPA and WDNR reserve all rights and defenses that they may have including, but not limited to, the right to take any action pursuant to the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq., or CERCLA, 42 U.S.C. §9601 et seq., and/or any other legal authority, or the right to seek injunctive relief, monetary penalties, and/or punitive damages pursuant to any applicable legal authority, or for violation of this Consent Order. In addition, U.S. EPA and WDNR reserve their rights to undertake removal and/or remedial actions at any time and, in either event, to seek reimbursement for such costs.
- B. U.S. EPA, after consultation with the WDNR, reserves the right to disapprove the work performed by Respondents, and/or to request that Respondents perform work in addition to that detailed in the RI/FS Work Plan. In the event

that Respondents fail to perform any modified and/or additional work, U.S. EPA reserves the right to undertake any Remedial Investigation/Feasibility Study work and/or any response actions deemed necessary by U.S. EPA and consistent with statutory authority.

- C. U.S. EPA reserves the right to seek reimbursement from Respondents for all response costs incurred by the United States at the MDSL Site which are not reimbursed by the Respondents pursuant to this Consent Order. Past response costs incurred by U.S. EPA prior to May 1, 1986, fully reimbursed pursuant to Section XVIII, shall be deemed to be fully reimbursed for purposes of this Paragraph. Without limitation on the foregoing, U.S. EPA reserves its right to seek reimbursement for all response costs relating to the MDSL Site incurred after May 1, 1986, including all response costs associated with oversight of the RI/FS to be conducted at the MDSL Site.
- D. Except as provided in Section XXII, nothing in this Consent Order shall constitute or be construed as a release, discharge, covenant not to sue, or in any way affect any claims, causes of action, or demands in law or equity against any person, firm, partnership or corporation from 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 Facility. The parties to this Consent Order expressly reserve all rights (including any right to contribution possessed by any party against any non-party who may be responsible for any actual or threatened releases at the Facility), claims, demands, and causes of action they may have against any and all persons and entities.

- E. Notwithstanding compliance with the terms of this Consent Order, including the completion of the RI/FS, Respondents are not released from liability, if any, for any actions related to the Facility beyond the terms of this Consent Order.
- F. Conveyance of title, easement, or other interest, if any, in the Facility shall not release Respondents from or affect their liability under RCRA, CERCLA, or other applicable legal authority or from compliance with the requirements of this Consent Order.
- G. Respondents reserve all rights to object to, contest or defend against enforcement of any allegation of violation of this Order.

XVIII.

REIMBURSEMENT OF COSTS

- A. U.S. EPA has submitted to Respondents an accounting of all response costs incurred by U.S. EPA prior to May 1, 1986. Such response costs total ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED SEVENTY TWO DOLLARS AND NINETY FIVE CENTS (\$142,572.95).

The accounting was submitted to demonstrate that all said costs incurred by U.S. EPA constitute "costs of remedial action not inconsistent with the NCP" as required by Section 107(a)(4)(A) of CERCLA. Within thirty (30) days of the effective date of this Consent Order, Respondents shall pay to U.S. EPA the response costs incurred by U.S. EPA prior to May 1, 1986, as established in the above accounting. Payment to U.S. EPA shall be made by certified check payable to the order of: "U.S. EPA-Hazardous Substance Response Trust Fund". Such payment shall specifically reference the identity of the Facility and the U.S. EPA Docket Number for this Consent Order and be forwarded to: U.S. Environmental Protection Agency, Superfund Accounting, P.O. Box 371003M, Pittsburgh, Pennsylvania 15251, Attn: Superfund Collection Office. Notification of payment to U.S. EPA shall be made in writing at the time of payment to: the U.S. EPA Project Coordinator and to Ms. Isalee Coleman, SWERB Branch Secretary, Office of Regional Counsel (5CS-16), U.S. Environmental Protection Agency, 230 South Dearborn Street, Chicago, Illinois, 60604.

- B. WDNR has submitted to Respondents an accounting of all response costs incurred by WDNR and an estimate of oversight costs to be incurred by WDNR related to the RI/FS to be performed at the MDSL. Such costs total TWENTY THREE THOUSAND SIX HUNDRED FORTY SEVEN DOLLARS (\$23,647). The an accounting was submitted to demonstrate that all said costs constitute "costs of remedial action not inconsistent

with the NCP" as required by Section 107(a)(4)(A) of CERCLA. Within thirty (30) days of the effective date of this Consent Order, Respondents shall pay to the WDNR the amount established in the above accounting. Payment to WDNR shall be made by check made payable to the order of:

Wisconsin Department of Natural Resources
Bureau of Solid Waste Management, SW-3
Environmental Response and Restoration Unit
P. O. Box 7921
Madison, Wisconsin 53707-7921

A copy of the transmittal letter and check should be sent to the WDNR Project Coordinator.

XIX.

OTHER CLAIMS

- A. Respondents agree that they and their officers, employees, contractors, consultants, agents and assignees (collectively referred to as "Agents") are acting only on behalf of Respondents in carrying out the activities conducted pursuant to this Consent Order. Neither Respondents nor their Agents are acting as agents of U.S. EPA or WDNR in carrying out the activities conducted pursuant to this Consent Order. Neither U.S. EPA nor WDNR shall be held responsible for the acts or omissions of Respondents or their Agents in carrying out the activities conducted pursuant to this Consent Order.

- B. Neither U.S. EPA nor WDNR are parties to and do not assure any liability for any contract entered into by the Respondents in carrying out the requirements of this Order.
- C. Respondents shall not assert, and hereby waive any claims under any provision of law against the Hazardous Substance Response Trust Fund related to money paid, work performed, or any other activity conducted pursuant to the requirements of this Order.
- D. 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).
- E. U.S. EPA and WDNR shall cooperate with Respondents in the identification of additional potentially responsible parties in this matter pursuant to Section 107(a) of CERCLA, 42 U.S.C. 9607(a). In appropriate cases, U.S. EPA and WDNR may use their statutory authority to obtain documents and information from such parties relating to the release or threatened release of hazardous substances, pollutants or contaminants at the MDSL.

XX.

INSURANCE

- A. Respondents shall require their contractor to carry comprehensive general liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000) per

occurrence with an annual aggregate of at least Two Million Dollars (\$2,000,000), exclusive of legal costs, for liability arising out of the acts or omissions of Respondents, their consultants, contractors, subcontractors or other representatives in carrying out the requirements of this Order.

- B. The Respondents shall obtain and send to the United States, by mailing to the addresses in Section XXVII, a certificate evidencing the required insurance coverages prior to commencement of any activities by their contractor at the Site. The Respondents shall obtain renewal or replacement certificates as necessary to assure that the required coverages are maintained in force during the course of the work. Copies of such renewal or replacement certificates shall be sent to the United States in the same manner as specified above.
- C. The insurance coverages of Paragraph A shall be construed as minimum limits on coverage. Respondents and their contractor are solely responsible for determining the appropriate amount of insurance above these minimum amounts to be carried in order to carry out the requirements of this Order.
- D. Despite the presence or absence of insurance coverages contemplated by this Section, the Respondents shall remain liable for any releases of hazardous substances at the Site in the course of conducting the RI/FS.

XXI.

PUBLIC COMMENTS, COMMUNITY RELATIONS, AND EFFECTIVE DATE

- A. U.S. EPA, WDNR and the Respondents shall cooperate in providing information to the public about the RI/FS. Respondents shall participate, if necessary, in the following:
- (1) Kickoff meeting, (2) RI/FS status summary meeting, and (3) Preparation of information disseminated to the public.
- B. Within fifteen (15) days of the issuance of this Order, U.S. EPA shall release the Order for, at a minimum, a twenty-one (21) day period, pursuant to U.S. EPA's Community Relations Policy. If sufficient interest warrants, as determined by U.S. EPA and WDNR, a public meeting will be held. At the end of the comment period U.S. EPA, in consultation with the WDNR, shall review all such comments and shall either:
- i) determine that the Order should be made effective in its present form, in which case Respondents shall be notified in writing that the Order is effective as of the date of issuance of U.S. EPA's notice to Respondents; or
 - (ii) determine that modification of the Order is necessary, in which case Respondents will be informed as to the nature of all required changes. If Respondents, WDNR and U.S. EPA agree to the changes, the Order shall be so modified and shall become effective upon signature by the parties.

In the event that the Respondents do not agree to modifications required by U.S. EPA as a result of public comment, this Order may be withdrawn by U.S. EPA. In such event, U.S. EPA and WDNR reserve all rights to take all actions within their authority and Respondents reserve all their rights to contest such actions. If U.S. EPA withdraws this Consent Order, the Order shall be deemed terminated and Respondents shall be released from their obligations under this Order, provided however that Respondent shall not be released from potential liability under CERCLA or any other federal or state statute or regulation.

- C. Upon U.S. EPA approval of a Feasibility Study Final Report, U.S. EPA shall make both the Remedial Investigation Final Report and the Feasibility Study Final Report available to the public for review and comment for, at a minimum, a twenty-one (21) day period, pursuant to U.S. EPA's Community Relations Policy. Following the public review and comment period U.S. EPA, after consultation with the WDNR, shall notify Respondents which remedial action alternative is approved for the Facility.

XXII.

COVENANT NOT TO SUE

- A. From the effective date of this Consent Order, for as long as the terms herein are complied with, including reimbursement to U.S. EPA of the amount specified in Section XVIII of this Consent Order, and upon or after termination of this

Consent Order pursuant to Section XXIX of this Consent Order, U.S. EPA covenants not to sue Respondents regarding work satisfactorily performed by Respondents hereunder or for reimbursement of costs incurred by U.S. EPA which are associated with actions by U.S. EPA or their contractors relating to the MDSL which were incurred prior to May 1, 1986.

- B. From the effective date of this Consent Order, for so long as the terms herein are complied with, until the receipt of notice of satisfaction from U.S. EPA and WDNR provided for in Section XXIX of this Order, U.S. EPA covenants not to sue Respondents for reimbursement of response and oversight costs incurred by U.S. EPA after May 1, 1986, which are associated with conduct and completion of the RI/FS.
- C. From the effective date of this Consent Order, for so long as the terms herein are complied with, including reimbursement to WDNR of the amount specified in Section XVIII of this Consent Order, and upon or after termination of this Consent Order pursuant to Section XXIX of this Consent Order, WDNR covenants not to sue Respondents regarding work satisfactorily performed by Respondents hereunder or for reimbursement of any response costs incurred by WDNR before the effective date of this Consent Order and for any response costs incurred by WDNR after the effective date of this Consent Order which are associated with the conduct and completion of the RI/FS.

D. Nothing herein shall be deemed to grant any rights to persons not a party to this Consent Order, and U.S. EPA and WDNR reserve all rights against such persons.

XXIII.

FORCE MAJEURE

The Respondents shall cause all work to be performed and deliverables to be submitted within the time limits set forth herein, unless performance is delayed by events which constitute a "force majeure." For purposes of this Consent Order, a "force majeure" is defined as any event arising from causes beyond the control of the Respondents which cannot be overcome by due diligence and which delays a performance date required by this Order. Changed economic circumstances of the parties or increased costs of work shall not constitute force majeure. Respondents shall notify U.S. EPA and WDNR in writing within 48 hours after any event which Respondents contend constitutes a force majeure. Such notice shall describe the anticipated length of the delay, the measures taken or to be taken by the Respondents to prevent or minimize the delay, and the timetable by which these measures will be implemented. In the event that U.S. EPA and WDNR agree that the delay in question is attributable to a force majeure, the time period for performance under this Order shall be extended for the time period of delay attributable to the event constituting a force majeure. In the event U.S. EPA and WDNR do not agree that the time for performance under the Order may be extended, this shall be deemed a dispute subject to resolution pursuant to the Dispute Resolution Section of this Consent Order.

XXIV.

ADMISSIONS

Nothing in this Consent Order, including the Work Plan attached hereto as Exhibit A, is intended by the parties to be, nor shall it be, an admission of fact or law, an estoppel or a waiver of any defense by the Respondents for any purpose; Respondents specifically do not admit that the conditions at the Master Disposal Service Landfill site present an imminent and substantial endangerment to public health, welfare or the environment. Participation in this Consent Order by the Respondents is not intended by the parties to be, and shall not be, an admission of any fact or opinion developed by the contractor in the completion of the work. The terms of this Consent Order, including the Work Plan, shall not be construed more or less favorably for or against any party hereto.

XXV.

SUBSEQUENT MODIFICATION

- A. This Consent Order may be amended by mutual agreement of U.S. EPA, WDNR and the Respondents. Any such amendments shall be in writing and shall have as the effective date, that date on which the amendment is signed by U.S. EPA.
- B. Any reports, plans, specifications, schedules, and attachments required by this Consent Order are, upon written approval by U.S. EPA, incorporated into this Consent Order.

Except as provided in the Force Majeure Section, any non-compliance with such approved reports, plans, specifications, schedules, and attachments shall be considered a failure to achieve the requirements of this Consent Order and will subject the Respondents to the Delay in Performance/Stipulated Penalties Section of this Consent Order.

XXVI.

SEVERABILITY

If any provision or authority of this Consent Order or the application of this Order to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision to other parties or circumstances and the remainder of the Order shall remain in force and shall not be affected thereby.

XXVII.

NOTICES

All notices required under the terms of this Consent Order shall be directed to:

- A. Russell Hart, Remedial Project Manager
Hazardous Waste Enforcement Branch (5HE-12)
U.S. Environmental Protection Agency - Region V
230 South Dearborn Street
Chicago, Illinois 60604

- B. Dennis Kugle, Project Coordinator
Bureau of Solid Waste Management - SW/3
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707-7921

C. Michael S. McCauley
Quarles & Brady
780 N. Water Street
Milwaukee, Wisconsin 53202-3589

XXVIII.

NOTICE TO THE STATE

The State of Wisconsin has been notified of this action pursuant to requirements of Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

XXIX.

TERMINATION AND SATISFACTION

The provisions of this Consent Order, except for those found in the Retention and Availability of Records Section, shall be deemed satisfied upon receipt by the Respondents of written notice from U.S. EPA and WDNR, which notice shall not be unreasonably withheld, that the Respondents have demonstrated that all of the terms of this Consent Order, including any additional or modified work required by this Consent Order, have been met to the satisfaction of U.S. EPA and WDNR.

ATTACHMENT 1
("RESPONDENTS")

Briggs & Stratton

A. O. Smith Corporation

Rexnord Inc.

Phillip Morris Industrial (Milprint)

Litton Industries, Inc. (Louis Allis Company)

Findley Adhesives Co.

Vitamin Products Co.

Schwaab Inc.

Plast-O-Meric, Inc.

Contemporary Products, Inc.

Permay Industries

Parks Iron & Metal Co.

Brake Clutch and Drum Service, Inc.

Kearney & Trecker Corporation

Atwater-General Corp.

Soerens Ford, Inc.

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The BRIGGS + STRATTON CORPORATION agrees to this Consent
Order by its duly authorized representative on this 30TH
day of MAY, 1986.

BRIGGS + STRATTON CORPORATION
Name of Company

P.O. Box 702

MILWAUKEE WI 53201
(Address)

414-259-5424
(Telephone)

By: Thomas J. Rutkowski
(Name of Representative)

CORPORATE ENERGY MANAGER
(Title)

SAME AS ABOVE

(Address)

(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The A. O. Smith Corporation agrees to this Consent
Order by its duly authorized representative on this 30th
day of May, 1986.

A. O. Smith Corporation
Name of Company

Park Plaza

11270 West Park Place
(Address)

(414) 359-4025
(Telephone)

By: Robert J. Hole
(Name of Representative)

President & Chief Operating Officer
(Title)

(Address)

(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The REXNORD INC. agrees to this Consent
Order by its duly authorized representative on this 30th
day of May, 1986.

Rexnord Inc.
Name of Company

350 N. Sunny Slope

Brookfield, WI 53005
(Address)

(414) 797-6900
(Telephone)

By: Vance A. Smith
(Name of Representative)

Vance A. Smith

SECRETARY and GENERAL COUNSEL
(Title) Secretary and General Counsel

Rexnord Inc.

350 N. Sunny Slope

Brookfield, WI 53005
(Address)

(414) 797-5663
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The Philip Morris Industrial agrees to this Consent
Order by its duly authorized representative on this 29th
day of May, 1986.

PHILIP MORRIS INDUSTRIAL

Name of Company

120 Park Avenue

New York, New York 10017
(Address)

(212) 679-1800
(Telephone)

By: WILLIAM G. SCHMUS
(Name of Representative)

Assistant Secretary
(Title)

 X

3939 West Highland Boulevard

Milwaukee, Wisconsin 53208
(Address)

(414) 931-2061
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

Liton Industries, Inc., on behalf
~~of~~ of itself and Magnetek, Inc., agrees to this Consent
and Louis Allis
Order by its duly authorized representative on this 27th
day of May, 1986.

Liton Industries, Inc. / Magnetek, Inc.
Name of Company Louis Allis
Suite 800
1730 PENNSYLVANIA AVE., N.W.
WASHINGTON, D. C. 20006
(Address)

203 - 383 - 6919
(Telephone)

By: Theodore F. Craver
(Name of Representative)

Law Department Staff Vice President
(Title)
Director of Environmental Affairs

Suite 800
1730 PENNSYLVANIA AVE., N.W.
WASHINGTON, D. C. 20006
(Address)

202 - 383 - 6919
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The FINDLEY ADHESIVES Co agrees to this Consent
Order by its duly authorized representative on this 30th
day of MAY, 1986.

FINDLEY ADHESIVES, INC
Name of Company

11320 W. WATERDOWN PARK RD

MILWAUKEE WISC 53226
(Address)

1-414-774-2250
(Telephone)

By: GARY M. DELZELL - Gary M. Delzell
(Name of Representative)

ENGINEERING AND PROCESS CONT. MGR
(Title)

3033 W. PEMBERTON AVE

MILWAUKEE WISC 53210

(Address)

414-774-2250
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The Vitamin Products Co. agrees to this Consent
Order by its duly authorized representative on this 30th
day of May, 1986.

Vitamin Products Co.
(Name of Company)

2380 N. Barker Rd.
Brookfield, WI 53005
(Address)

(414) 782-2970
(Telephone)

By: Neil R. Henderson
(Name of Representative)

Vice President
(Title)

2380 N. Barker Rd.
Brookfield, WI 53005
(Address)

(414) 782-2970
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The COMPANY agrees to this Consent
Order by its duly authorized representative on this 30
day of MAY, 1986.

SCHWAAB INC
Name of Company

11415 W. BURLINGHAM
WAWWATOSA WIS
(Address)

771-4150
(Telephone)

By: D. R. NETTESHEIM
(Name of Representative)

EXEC. V.P.
(Title)

SAME
(Address)

(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The Company agrees to this Consent
Order by its duly authorized representative on this 30
day of May, 1986.

Plast-D-Meric, Inc
Name of Company

P.O. Box 6

Waukesha, WI 53187
(Address)

414-786-0550
(Telephone)

By: Ernest B. McClellan
(Name of Representative)

President
(Title)

same
(Address)

same
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The company agrees to this Consent
Order by its duly authorized representative on this 30th
day of May, 1986.

Contemporary Products, Inc.
Name of Company

P.O. Box 18444

Milw., Wis. 53218
(Address)

(414) 781-5130
(Telephone)

By: Kenneth R. Fisher
(Name of Representative)

As President
(Title)

[Signature]
As Vice President

P.O. Box 18444 Milw., Wis. 53218
(Address)

(414) 781-5130
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The COMPANY agrees to this Consent
Order by its duly authorized representative on this 30TH
day of MAY, 1986.

PERMAY INDUSTRIES
Name of Company

12570 LISBON RD.

BROOKFIELD WI 53005
(Address)

(414) 781-6722
(Telephone)

By: MICHAEL J JOHNSON
(Name of Representative)

VICE PRESIDENT
(Title)

12570 LISBON RD

BROOKFIELD WI 53005

(Address)

(414) 781-6722
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The Company agrees to this Consent
Order by its duly authorized representative on this 30th
day of May, 1986.

PARKS IRON & METAL CO.
Name of Company

4320 N. 35TH ST.

MILWAUKEE, WI 53216.
(Address)

(414) 871-0860
(Telephone)

By: Joe Kimmel
(Name of Representative)

(Title)

4320 N 35TH ST.

MILWAUKEE, WI 53216
(Address)

(414) 871-0860
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The BRAKE CLUTCH AND DRUM SERVICE, INC. agrees to this Consent
Order by its duly authorized representative on this 30TH
day of MAY, 1986.

BRAKE CLUTCH AND DRUM SERVICE, INC.
Name of Company

4934 W. STATE ST.

MILWAUKEE, WI 53209
(Address)

(414) 476-2292
(Telephone)

By: Curt P. Phelan
(Name of Representative)

VICE PRES.
(Title)

SAME AS ABOVE
(Address)

SAME AS ABOVE
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The KEARNEY & TRECKER CORP. agrees to this Consent
Order by its duly authorized representative on this 30th
day of May, 1986.

KEARNEY & TRECKER CORPORATION
(Name of Company)

11070 THEL DERE TRECKER WAY
WEST ALLIS, WISCONSIN 53214
(Address)

(414) 476-8362
(Telephone)

By: Dorothy Pater
(Name of Representative)

VICE PRESIDENT - LAL
(Title)

KEARNEY & TRECKER CORP.
11070 THEL DERE TRECKER WAY
WEST ALLIS, WISCONSIN 53214
(Address)

(414) 476-8362
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

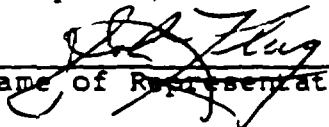
CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The ATWATER-GENERAL CORP. agrees to this Consent
Order by its duly authorized representative on this 6th
day of June, 1986.

Atwater-General Corp.
(Name of Company)

N-57 W-1606 Carmen Ave
Menomonee Falls, Wi. #53051
(Address)

71-3767
(Telephone)

By: 
(Name of Representative) John R. King

Pres.
(Title)

Same as above
(Address)

Same as above
(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The company agrees to this Consent
Order by its duly authorized representative on this 6th
day of June, 1986.

Soerens Ford, Inc.
(Name of Company)

18900 W. Capitol Drive

Brookfield, WI 53005
(Address)

414 781-9800
(Telephone)

By: [Signature]
(Name of Representative)

[Signature]
(Title)

same as above

(Address)

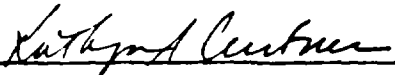
same as above

(Telephone)

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The Wisconsin Department of Natural Resources agrees
to this Consent Order on this 5th day of June, 1986.



Wisconsin Department of Natural
Resources

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

CONSENT ORDER
FOR A REMEDIAL INVESTIGATION AND
FEASIBILITY STUDY TO BE CONDUCTED AT THE
MASTER DISPOSAL SERVICE LANDFILL

The United States Environmental Protection Agency hereby
AGREES TO this Consent Order on this 18th day of June, 1986.

Basil G. Constamios
Basil G. Constamios, Director
Waste Management Division
U.S. EPA-Region V

IT IS SO ORDERED:

Valdas V. Adamkus
Valdas V. Adamkus
Regional Administrator
U.S. EPA-Region V

Date: 6/19/86.

CROSS REFERENCE SHEET

DATE OF DOCUMENT: 2-21-86

SITE NAME: Master Disposal, Brookfield, WI

DESCRIPTION: Exhibit A: PRP Work Plan,

DOCUMENT GENERATED BY: Remedial RI/FS Study

ALPHABETICAL SUBSECTION: K.4

LOCATION OF DOCUMENT:

- FILE FOLDER
- ACCORDION FOLDER
- PRP SPECIFIC FILES
- OFFICE OF REGIONAL COUNSEL
- OTHER: _____

SENSITIVITY:

- CONFIDENTIAL BUSINESS INFORMATION
- ENFORCEMENT CONFIDENTIAL