

EXPLANATION OF SIGNIFICANT DIFFERENCESOCONOMOWOC ELECTROPLATING COMPANY, INC. SITE
ASHIPPUN, WISCONSINI. Introduction

The 10.5 acre Oconomowoc Electroplating Company, Inc. site ("OECI") is comprised of the now inactive electroplating facility located at 2572 Oak Street, Ashippun, Wisconsin and 6.5 acres of an adjacent wetlands area located to the southwest of the facility. The 4 acre OECI facility consists of a main building which housed the office and process lines; a wastewater treatment building (to the west); parking area (to the north and east); two formerly used wastewater treatment lagoons (to the south); various storage tank and container deposit areas; a fill area and a lowlands area between the main building and adjacent property. Davy Creek runs through the adjacent wetlands.

The U.S. Environmental Protection Agency (EPA) and the Wisconsin Department of Natural Resources (WDNR) are the lead and support agencies, respectively, for the conduct of the remedial action at OECI under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9601, et seq. In September 1990, the EPA issued a Record of Decision (ROD) which outlined the remedy selection process and the selected cleanup actions for the OECI site. The State concurred with the selected remedy. This document provides a discussion of significant changes to the selected cleanup actions and also presents the basis for the Treatability Variance necessary to accomplish the clean-up action.

II. Requirement to Address Significant Changes

The lead agency (in this case, EPA) may determine that a significant change to the selected remedy described in the ROD may be warranted after the ROD is signed. Section 117(c) of CERCLA, requires that:

After adoption of a final remedial action plan [ROD]-

- (1) if any remedial action is taken,
- (2) if any enforcement action under section 106 is taken,
or
- (3) if any settlement or consent decree under section 106
or section 122 is entered into,

and if such action, settlement, or decree differs in any significant respects from the final plan, the [EPA] shall publish an explanation of the significant differences and the reasons such changes were made. (42 U.S.C. §9617(c)).

The EPA, in consultation with the WDNR, has determined that significant changes should be made to the remedial action plan as described in the



ROD. In addition, in accordance with the Treatability Variance requirements of 40 CFR §268.44, this document was made available for public comment prior to a final decision being rendered by EPA. Also, this document shall become part of the administrative record file which is available for viewing at the F&M Bank, Ashippun, Wisconsin and at the EPA regional offices in Chicago, Illinois, during normal business hours.

III. Background

A. Site History

The OECI facility operated from 1957 until its closing in February 1991. Electroplating and finishing processes performed at the facility utilized nickel, chromium, zinc, copper, brass, cadmium, and tin. The wastewaters formerly generated at OECI consisted of cyanide-bearing, chromium-bearing, and acid or alkaline solutions. Degreasing operations were also performed in conjunction with the electroplating process; as a result, a number of volatile organic compounds have contributed to the waste stream, including 1,1-dichloroethane, chloroform, 1,2-dichloroethane, and trichloroethene.

Prior to 1972, untreated wastewaters were discharged directly into the wetland area south of the OECI property. In 1972, OECI constructed two unlined settling lagoons to supplement a wastewater treatment system (discussed below). Each lagoon is 60 foot long by 40 foot wide with a sidewall depth of 5 feet. The walls are concrete on two sides and sloped gravel on the others. Over the years, both lagoons had accumulated large volumes of plating sludges. In the past, untreated plating sludges have overflowed the settling lagoons and accumulated in the wetlands between the OECI facility and Davy Creek.

Later, OECI utilized a wastewater treatment plant to treat effluent from its many electroplating processes. In November 1973, after installation of the wastewater treatment system, a Wisconsin Pollution Discharge Elimination System (WPDES) Permit was issued for discharging treated wastewater to Davy Creek. However, the Wisconsin Department of Natural Resources (WDNR) has documented numerous spills from the wastewater treatment unit. In August 1978, OECI was denied a WPDES Permit by the WDNR; however, since the facility had appealed the denial it was still operational and discharging wastewater to Davy Creek.

In 1979, the effects of the wastewater discharge and sludge overflow were investigated by the WDNR. Analytical results of stream sediment samples collected from Davy Creek downstream of the OEC's discharge point confirmed the presence of high concentrations of heavy metals, specifically cadmium, chromium, copper, and nickel. An analysis of surface soil samples collected from the wetlands area adjacent to the facility showed comparable concentrations of metals.

In 1980, OECI contracted to remove the lagoon sludge; approximately one million pounds of sludge were removed and disposed. The removal was not completed, however, and the lagoons currently are approximately one-third full of the electroplating sludge.

In December 1988, the WDNR issued a conditional closure plan approval for the lagoons. This approval required OECI to clean close these lagoons in accordance with State RCRA requirements by March 1989. If OECI could not attain clean closure of the lagoons, the approval required RCRA closure of wastes in-place and long-term care requirements be met.

In 1983, in order to alleviate the local flooding problem, the Dodge County Drainage Board proposed to dredge and rechannel a 5,000 foot stretch of the Davy Creek near the OECI facility. However, the EPA and the U.S. Army Corps of Engineers disapproved the dredging proposal, believing that dredging would increase the migration of contaminated sediments from the wetlands into the Rock River.

During the summer of 1986, the Technical Assistance Team (TAT), a contractor to the USEPA Emergency Response Section, conducted a limited sediment sampling survey in the wetlands. The analytical results of these samples indicated high concentrations of metals and cyanide in the wetlands area immediately south of OECI. In March and April 1987, the TAT conducted an extensive sampling program which covered approximately 300 acres of wetlands along Davy Creek. This program also included sampling of the OECI sludge lagoons and soils at the ballpark located southeast of OECI. The analytical results indicated that approximately 75,000 square feet of the wetlands adjacent to OECI is contaminated with metals and cyanide associated with the facility's electroplating processes.

In December 1987, the U.S. Environmental Response Team (ERT) conducted a toxicity investigation in the wetlands south of the OECI site to determine if the contaminated sediments from the wetlands are toxic to aquatic organisms. The analytical results indicated severe metals and cyanide contamination of the sediments in the wetlands. As a result, the sediments from several locations were considered as being highly toxic. The toxicity data collected showed conclusively that the contamination in the wetlands was toxic to fathead minnows and algae.

U.S. EPA began a remedial investigation and feasibility study (RI/FS) in December 1987. The RI Report for three of the operable units, the lagoons, the contaminated soils adjacent to the manufacturing buildings and the ground water, was completed in March 1990. The FS was completed in July 1990.

B. Record of Decision

Due to the complexity of the site, the environmental problems were divided into four separate discrete actions or operable units (OUs). Another portion of the site was described as in need of further investigation. The specified operable units are:

OU One: Includes the surface water, metal hydroxide sludge and contaminated soils associated with the two RCRA Subtitle C lagoons located behind the OECI facility.

OU Two: Includes all other contaminated soil around the OECI facility not associated with the RCRA lagoons, or beneath the manufacturing buildings. This includes the fill area, the lowlands area, the drainage ditches, and the parking lot.

OU Three: Includes the contaminated groundwater associated with the site.

OU Four: Addresses the most highly contaminated sediments in the Davy Creek/Wetlands area.

A ROD was signed for all four operable units on September 20, 1990. The ROD also affirmed that the facility building foundation and underlying soil required further investigation. Upon further investigation, an appropriate remedial action was to be selected as necessary to protect human health and the environment. The EPA proposes to address the building debris at this time; thus, for the purposes of this ESD, the proposed cleanup of the building debris will be listed as "OU Five", the removal and treatment of contaminated soils beneath the building will be incorporated into OU Two.

IV. Significant Differences

The purpose of this document is to: (1) provide for dismantling the facility building and associated debris; (2) revise OU Two of the ROD, which concerns contaminated soil at the facility to include contaminated soil beneath the facility; and (3) secure a Treatability Variance for the building debris. EPA, in consultation with the WDNR, proposes to remove the building and associated debris, treat the debris, and dispose of the treated debris off-site. EPA also proposes to investigate the underlying soils and determine the extent as to which the soil beneath the building will require remediation with the soils addressed by OU Two.

A. OU Five

The scope of the Remedial Investigation (RI) did not include the facility building, since the facility was operating at that time. The ROD stipulated that the manufacturing building and debris will be investigated further and, upon analysis, an appropriate remedial action was to be selected as necessary to protect human health and the environment. This ESD proposes that the building be dismantled and the debris be treated with a water/hypochlorite solution prior to being transported off site for disposal. Any wastes transported off site will be in accordance with EPA off-site policy. EPA has also considered the "Interim Policy for Promoting the In-State and On-Site Management of Hazardous Wastes in the State of Wisconsin" and determined that off-site disposal of the building debris is necessary. Contaminant levels of the debris will be determined prior to treatment with the hypochlorite solution to determine appropriate treatment and disposal procedures (see Treatability Variance section, below).

EPA proposes to perform these tasks as a remedial action utilizing removal authorities and contracting methods, since it considers this mode of action necessary to protect human health and the environment. The building contains drums and vats of caustic cyanide solution which present a threat of a release of hazardous substances. In addition, the building debris may be contaminated with hazardous substances, such as plating solution and wastewater treatment sludge, which presents a threat of release as well. The remedial action proposed to be undertaken will address these threats.

B. OU Two

The scope of the RI did not include the soils underneath the facility building and the lagoons were addressed as OU One; therefore, the ROD stipulated that OU Two was to include all contaminated soil around the OECI facility not associated with the RCRA lagoons or beneath the manufacturing buildings. Approximately 1000 cubic yards of affected soils will be excavated and then treated (stabilization) and disposed of by an off-site RCRA Subtitle C facility. This ESD proposes to include any soils underlying the manufacturing buildings that are found to be contaminated to be within the scope of OU Two. It will be more efficient to address the underlying soils as part of OU Two, which is currently in design, instead of as a future action, as soil cleanup standards have already been set forth in the ROD.

An additional reason to undertake the facility building remedial action (OU Five) under EPA's removal authority would be to allow the underlying soils to be included in the scope of OU Two. Once the building has been removed, the underlying soils will be exposed and available to sample. The data would then be incorporated in the design.

The change in scope of the excavation and removal of contaminated soils under OU Two will remain uncertain until the additional soil sampling is completed. Since the cleanup standards remain the same as those for the soils surrounding the RCRA lagoons, the primary impact will be an increased cost associated with the sampling and analysis and the subsequent removal and resultant treatment (stabilization in accordance with RCRA Land Disposal Restrictions (LDRs)) and disposal of the soil by the Subtitle C facility. OU Two will comply with all applicable or relevant and appropriate requirements (ARARs) identified in the ROD.

C. Cost

The estimated cost of the underlying soil investigation, building dismantling and debris decontamination, and off-site removal and disposal of the debris is \$2.6 million. The data from the underlying soil investigation will be used during the remedial design in progress for Operable Units One through Four. An impact on the estimated cost of OUs One through Four will be calculated at that time.

D. Treatability Variance

A portion of the OEI building and associated debris are contaminated with wastewater treatment sludges from a RCRA Subtitle C electroplating operation. Since wastewater treatment sludge is defined as a listed hazardous waste (F006) by the Resource Conservation and Recovery Act (RCRA) 40 CFR §261.31, a portion of the building and debris by definition must be managed as a hazardous waste according to the "contained in" interpretation. The ROD acknowledged that at this site RCRA closure requirements are relevant and appropriate to the management of soil and debris contaminated with listed waste (F006). In accordance with Land Disposal Restrictions (LDR), soil and debris contaminated with F006 waste must be treated to meet the LDR treatment standards prior to placement in a RCRA Subtitle C land disposal unit.

The LDR treatment standards are based upon treatment of RCRA hazardous wastes using the appropriate best demonstrated available technology (BDAT) for each waste. Debris (e.g., concrete) generally cannot be treated using BDAT, but rather is decontaminated using "best management practices." EPA has determined that the BDAT used to set the treatment standards for F006 wastes is inappropriate for the treatment of the OEI building and associated debris; therefore, a Treatability Variance is sought for treatment of the building debris prior to disposal.

Under the Treatability Variance, EPA is establishing the following alternate treatment standards for cadmium, chromium (total), lead, and nickel, as outlined in EPA's Superfund LDR Guidance #6A, "Obtaining a Soil and Debris Treatability Variance for Remedial Actions, (#9347.3-06FS), September 1990.

Contaminant	Threshold Concentration TCLP	Target Concentration TCLP	Percent Reduction
Cadmium	40 ppm	0.2-2 ppm	95-99.9
Chromium	120 ppm	0.5-6 ppm	95-99.9
Nickel	20 ppm	0.5-1 ppm	95-99.9
Lead	300 ppm	0.1-3 ppm	99-99.9

EPA will determine the specific alternate levels to be achieved by performing the TCLP test on the building debris at the onset of the remedial action. Should the results of the TCLP test exceed the threshold concentration, then the building debris will be treated to achieve the required percent reduction in contaminant concentrations. Should the TCLP test results exceed the target concentration but not the threshold concentration, the building debris will be treated to achieve the target concentration. Following treatment, that portion of building debris determined to be F006 waste would then be disposed of

at an off-site RCRA Subtitle C facility, whereas the remainder would then be disposed of at an off-site Subtitle D facility.

Immobilization and soil washing are identified in the LDR Guidance #6A as technologies that will achieve the alternate concentrations for these constituents. However, since the waste is debris, best management practices will be substituted for these technologies. Best management practice for the debris at this site is rinsing the debris with a hypochlorite (bleach) solution. The rinsate will be collected and managed as a F006 waste, if derived from rinsing F006 waste, in accordance with LDRs.

VI. Affirmation of Statutory Determinations

Considering the new information that has been developed and the changes that have been made to the selected remedy, EPA and the WDNR believe that the remedy remains protective of human health and the environment, complies with federal and State requirements that are applicable or relevant and appropriate to this remedial action, and is cost-effective. OU Five will comply with the LDRs through a Treatability Variance for the contaminated debris.

In addition, the revised remedy utilizes permanent solutions and alternative treatment technologies to the maximum extent practicable for this site.

VII. Public Comment

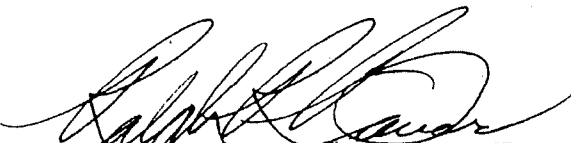
No comments were received on the Treatability Variance which was public noticed from August 23, 1991 through September 6, 1991.

VIII. State Comment

The State concurs with the Treatability Variance and the ESD.

IX. Treatability Variance Concurrence

Based on the above discussion, I grant a Treatability Variance for the implementation of OU Five.



Valdas W. Adamkus
Regional Administrator

Date

9/30/91

**SUPERFUND STATE CONTRACT FOR A CONTINUING OPERABLE UNIT
REMEDIAL ACTION AT THE OCONOMOWOC ELECTROPLATING SITE BETWEEN
THE STATE OF WISCONSIN AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

A. Authority

This Contract is entered into pursuant to Sections 104(a)(1), (c)(2), (c)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9601 et seq and Section 144.442, Wisconsin Statutes.

B. Purpose

1. This Contract is an agreement between the United States Environmental Protection Agency (U.S. EPA) and the Wisconsin Department of Natural Resources (WDNR) on behalf of the State of Wisconsin (the State) to undertake a continuing Remedial Action at the Oconomowoc Electroplating Company Inc. (site).
2. Attached hereto and incorporated herein as Appendix A is a description of the site.
3. Attached hereto and incorporated herein as Appendix B is a Scope of Work (SOW) to be performed under this Contract. The total estimated cost of the remedial action is approximately \$3,150,000. This contract may be amended if the parties agree to undertake additional remedial actions beyond the scope of the SOW.
4. The purpose of this Contract is to delineate the responsibilities of the parties and provide the assurances required by CERCLA.
5. This Contract will become effective upon execution by the State and U.S. EPA and shall remain in effect until completion of activities described in the SOW including the State's assurances for all future operation and maintenance (O&M).

C. Parties

1. This Contract is entered into by the U.S. EPA and the WDNR. WDNR has the legal authority to enter into and to fulfill the terms of this Contract on behalf of the State as certified by the Office of the Attorney General.

2. U.S. EPA has designated Thomas G. Williams, Federal Remedial Project Manager, 230 South Dearborn Street, Chicago, Illinois 60604, (312) 886-6157 to serve as Regional Site Project Officer (RSPO) of this contract.
3. The State has designated Suzanne Bangert, WDNR, Bureau of Solid and Hazardous Waste Management, P.O. Box 7921, Madison, Wisconsin 53707, (608) 266-3308 to serve as Project Coordinator for this Contract.
4. The Regional Site Project Officer, in consultation with the State Project Coordinator, is authorized to make decisions that do not enlarge the scope of the SOW or increase the cost of the project.

D. U.S. EPA Responsibilities

1. In addition to its obligations in paragraph G, U.S. EPA shall arrange for the services of contractors through an agreement with the Technical Assistance Team (TAT) to perform the work described in the SOW. U.S. EPA shall, at its own cost and expense, furnish the necessary personnel, materials, services, and facilities to perform its other responsibilities under this Contract. Costs incurred by U.S. EPA to furnish personnel, materials, services, and facilities necessary for contract management of the TAT Contract shall be shared with the State.
2. U.S. EPA shall consult with the State on matters relating to the implementation of the work described in the SOW.

E. State Responsibilities

1. The State shall at its own cost and expense furnish the personnel, materials, and facilities that are needed to make the payment required under paragraph G, and to comply with the other state obligations established in paragraphs H, I, L and M of this contract. None of the expenses incurred by the State in performing any of its obligations under this contract, other than expenses incurred to assist U.S. EPA in implementing community relations for the site, will be paid for or be reimbursed from the Hazardous Substance Response Trust Fund established by Section 211 of CERCLA, nor counted toward any cost-sharing requirements under this contract or any future contracts or cooperative

agreement relating to this site. However, the expenses incurred by the State to assist U.S. EPA in implementing community relations for the site, and other expenses related to the site which are incurred by the State for purposes other than to carry out the obligations created by this contract, may be reimbursed by U.S. EPA if U.S. EPA enters into a cooperative agreement with the WDNR for the site.

F. Immediate Removal Action

The terms of this Contract shall not restrict any immediate removal activities conducted pursuant to the National Contingency Plan, 40 CFR, Part 300.415. The U.S. EPA, in consultation with the State, can suspend the activities described in the SOW during any immediate removal actions.

G. Payment

1. U.S. EPA shall pay 90 percent of the total capital and contract management costs of those actions described in the SOW. The Secretary of the Wisconsin Department of Natural Resources by his signature to this Contract, hereby assures that the State shall pay 10 percent of the costs of the total capital and contract management costs of those actions described in the SOW.
2. The current estimate of the cost of the construction Contract is **\$3,150,000**. This estimate includes the following: capital costs, contract supervision and administration, on-site cost for services provided by the TAT contractor under the assumption that portions of the the building cannot be decontaminated. The Federal share shall be **\$2,835,000** and the State share of the estimated cost is **\$315,000**. If the building can be decontaminated the total cost of the construction Contract becomes **\$2,681,030**. The Federal share shall be **\$2,412,927** and the State share of the estimated cost is **\$268,103**.

The cost to the State of the actions in the SOW shall not exceed **\$315,000**, unless this Contract is further amended pursuant to Paragraph R. Any such amendment shall provide payment terms for the State's additional cost share.

3. The State shall submit to the U.S. EPA a lump sum payment, for the State's share of the remedial action costs, within 90 days after the signature of this contract.

4. When construction of the continuing remedial action is complete, the final cost will be determined by U.S. EPA and any refund by U.S. EPA to the State or additional payment by the State to U.S. EPA will be made within 90 days of such final cost determination.
5. All payments shall be made payable to U.S. EPA and sent to:

U.S. EPA - Region V
ATTN: Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

H. Off-site Storage, Destruction, Treatment or Disposition

Off-site treatment, storage or disposal is anticipated as part of this Contract. Therefore, the State shall provide the assurances required under CERCLA Section 104(c)(3)(B).

I. Operation and Maintenance (O&M)

The State hereby agrees that to the extent permitted by state law it shall assume responsibility for the operation and maintenance (O&M) of implemented CERCLA-funded remedial actions provided under this contract, for the expected life of such actions.

J. Future Payment

If U.S. EPA and the State agree to take remedial action in addition to the actions described in the SOW, the State shall contribute capital costs for such action in accordance with paragraph G of this contract.

K. Personnel Safety

U.S. EPA or its contractors shall develop and oversee the implementation of the site safety plan.

L. Access to the Site

1. The State agrees, to the extent of its legal authority, to assist U.S. EPA or its contractors in securing access and/or easements to all rights-of-way necessary to complete the response actions undertaken pursuant to this Contract.
2. To the extent possible, access agreements or easements developed by U.S. EPA or the State will make provision for access by the State or U.S. EPA. To the extent practicable, U.S. EPA and the State will coordinate visits to the site for the purposes of reviewing the

status of work performed under this contract.

3. U.S. EPA shall not be responsible for any harm to any State representative or other person arising out of, or resulting from any act or omission by the State in the course of an on-site inspection.
4. The State shall not be responsible for any harm to any U.S. EPA representative, or other person arising out of, or resulting from any act or omission by the U.S. EPA in the course of an on-site inspection.

M. Availability of Information

1. At the U.S. EPA's request and to the extent allowed by State law, the State shall make available any information in its possession concerning the site. If said information was submitted by the State under a claim of confidentiality, said information shall be treated in accordance with 40 CFR Part 2. Absent such a claim, U.S. EPA may make said information available to the public without further notice.
2. At the State's request and to the extent allowed by Federal law, U.S. EPA agrees to share information and reports developed as part of its responsibilities under this Contract. The State agrees not to release any information or reports prepared pursuant to this Contract which are specifically exempt from disclosure under Wisconsin Statutes because Federal law requires confidential treatment, unless approved by both U.S. EPA's Region V Office of Regional Counsel and the State Project Coordinator.

N. Community Relations Plan

The State shall assist U.S. EPA in implementing Community Relations aspects of the work to be performed in carrying out the SOW.

O. Third Parties

1. This Contract is intended to benefit only the State of Wisconsin and U.S. EPA. It extends no benefits or right to any other party.
2. U.S. EPA does not assume any liability to third persons for losses due to bodily injury or property damage that exceeds the limitations contained in the provisions of 28 U.S.C. Sections 1346(b), 2671-2680. To the extent permitted by State law, the State does not assume liability to any third persons for losses due to bodily injury or property damage.

P. Negation of Agency Relationships

Nothing contained in this Contract shall be construed to create, either expressly or by implication, the relationship of agency between U.S. EPA and the State. Any standards, procedures, or protocols, prescribed in this Contract to be followed by U.S. EPA contractors during the performance of its obligations under this Contract, are for assurance of the quality of the final product of the actions contemplated by this Contract, and do not constitute a right to control the actions of U.S. EPA. U.S. EPA (including its employees, agents, and contractors) is not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this contract; and the State (including its employees, agents and contractors) is not authorized to represent or act on behalf of U.S. EPA in any manner relating to the subject matter of this Contract.

Q. Enforcement and Cost Recovery

1. U.S. EPA and the State agree that, with respect to the claims which each may be entitled to assert against any third persons (herein referred to as the "responsible party", whether one or more) for reimbursement of any services, materials, monies or other thing of value expended by U.S. EPA or the State for response activity at the site described in this Contract, neither U.S. EPA nor the State will enter into a settlement with or initiate a judicial or administrative proceeding against a responsible party for the recovery of such sums except after having given notice in writing to the other party to this Contract not less than (30) days in advance of the date of the proposed settlement, or commencement of the proposed judicial or administrative proceedings. Neither party to this Contract shall attempt to negotiate for or collect reimbursement of any response costs on behalf of the other party, and authority to do so is hereby expressly negated and denied.
2. U.S. EPA and the State agree that they will cooperate in and coordinate efforts to recover their respective costs of response actions taken at the site described herein. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery actions, except any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation.
3. U.S. EPA and the State agree that any judicial action taken by either party, pursuant to CERCLA, against a potentially responsible party for recovery of any sums expended in response actions at the site described

herein, shall be filed in the United States District Court for the Judicial District in which the site described in the Contract is located, or in such other Judicial Districts of the United States District Courts as may be authorized by Section 113 of CERCLA.

4. Signature of this Contract does not constitute a waiver of U.S. EPA's right to bring an action against any person or persons for liability under Sections 106 or 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or any other statutory provision or common law.

R. Amendments

Any further modifications to this Contract must be agreed to, in writing, by both parties.

S. Resolution of Disputes

1. Any disagreements arising under this Contract shall be resolved to the extent possible by the U.S. EPA Regional Site Project Officer and the State Project Coordinator.
2. If any such disagreement cannot be resolved by the U.S. EPA Regional Site Project Officer and the State Project Coordinator, it shall be referred to the Regional Superfund Division Director for a final resolution in accordance with the requirements of Subpart L of 40 CFR Part 30. For the purposes of resolving disputes under this Contract, the Director is the disputes decision official provided for in Subpart L.
3. The decision of the disputes decision official will constitute the final agency action, unless WDNR files a request for review of that decision with the Regional Administrator, U.S. EPA, Region V, in accordance with the requirements of Subpart L of 40 CFR Part 30.
4. If the Regional Administrator confirms the decision of the disputes decision official, WDNR may seek review from the Assistant Administrator, OSWER, U.S. EPA, in accordance with the requirements of Subpart L of 40 CFR Part 30.

T. Termination of the Contract

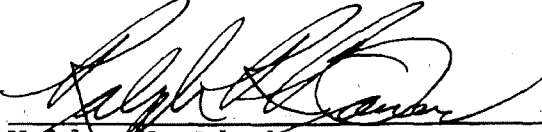
1. The parties may enter into a termination agreement which will establish the effective date for the termination of this Contract, the basis for settlement of termination costs, and the amount and date of any

sums due either party. Such settlement costs will include all project costs incurred, as well as any close-out costs.

2. If at any time during the period of this Contract, performance of either all or part of the work described in the SOW is voluntarily undertaken, or undertaken for any other reason by persons or entities not party to this Contract, this Contract will be modified or terminated as appropriate to allow these actions and, upon modification or termination, shall relieve the parties of further duties to perform those actions undertaken by persons or entities not party to this Contract.
3. This Contract remains in effect until all activities described in the SOW have been completed.

In witness whereof, the parties hereto have executed this Contract in two (2) copies, each of which shall be deemed an original.

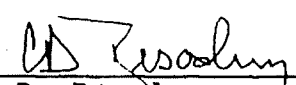
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Valdas V. Adamkus
Regional Administrator

Date 9/30/91

STATE OF WISCONSIN



C. D. Besadny
Secretary
Wisconsin Department of
Natural Resources

Date 9-3-91

APPENDIX A

Site Description: Oconomowoc Electroplating Site

The Oconomowoc Electroplating Company Inc. (OEC) Site encompasses an active electroplating facility located at 2572 West Oak Street, Ashippun, Wisconsin and the adjacent wetlands area located to the southwest. The cities of Oconomowoc and Watertown are approximately 8 miles south and 10 miles west of the site, respectively. Milwaukee lies approximately 35 miles to the southeast. The OEC site occupies approximately 10.5 acres (which includes 5 acres of the OEC facility) in the northwest 1/4 of the southeast 1/4 of Section 30, Township 9 North, Range 17 East in the town of Ashippun, in Dodge County, Wisconsin. A small creek, Davy Creek, is located approximately 500 feet south of the site. Davy Creek, which flows through the wetlands, is a tributary to the Rock River. Davy Creek is a warm water sport fishery.

The OEC site is bordered on the north by Eva and Oak Streets and on the south by Davy Creek and the property occupied by the Ashippun Town Garage. Several small businesses line Oak Street to the northwest, and back up to the Chicago and North Western Railroad tracks. Residential areas are west (200 ft) and northwest of the site (200 ft) beyond Eva Street, and southeast of the site (1400 ft) beyond the Town Garage facilities. Residents in these areas rely on groundwater for their source of drinking water. The aquifer is classified as a class IIA aquifer. Two parks with facilities for playing baseball, skeet shooting, and picnicking are also near the site. One park with a playground is adjacent to the Town Garage between Oak Street and Elm Street, and the other is beyond the residential block to the northwest.

The OEC facility consists of a main building which houses the office and process lines; a wastewater treatment building (to the west); parking area (to the north and east); two formerly used wastewater treatment lagoons (to the south); various storage tank and container deposit areas; and a fill area and a lowlands area between the main building and the Town Garage property.

A Record of Decision (ROD) was signed for the site on September 20, 1990. The ROD addressed four operable units which included the RCRA lagoons, all other soil around the facility not associated with the RCRA lagoons, or beneath the manufacturing building, contaminated groundwater at the site, and the most highly contaminated sediments in the Davy Creek/ Wetlands area. The ROD also stated that the building foundation and underlying soils require further investigation and upon further investigation a appropriate remedial action would be selected if necessary.

APPENDIX B

SCOPE OF WORK FOR THE CONTINUING REMEDIAL ACTION AT THE OCONOMOWOC ELECTROPLATING SITE ASHIPPUN, WISCONSIN

I. OBJECTIVE

The objective of this work assignment is to undertake continuing remedial action to address the potential threats to human health and the environment posed by the acidic, caustic, cyanide-contaminated wastes and debris and other hazardous contaminants at the site.

II. DESCRIPTION OF THE CONTINUING REMEDIAL ACTION

The following continuing remedial actions are proposed:

1. Restrict access to the site by installing locks and implementing site security;
2. Overpack leaking and corroded drums. Transfer all containers outside to inside the building. Segregate, stage, sample, and categorize the contents of the drums and vats. Bulk compatible waste streams and manage materials in accordance with state and federal regulations;
3. Removal of sludges and liquids from the floor and manage materials in accordance with state and federal regulations;
4. Decontamination of the building flooring and the associated building supports and structures. Contaminated debris will be manage materials in accordance with state and federal regulations;
5. Removal of the trenches, drains and associated plumbing to prevent off-site migration of hazardous substances;
6. Decontamination of vats. Due to safety and space constraints, it will be necessary to remove the vats after decontamination. All decontamination water will be collected and disposed of off-site.
7. Investigate underlying building soil to determine extent of contamination for remediation in conjunction with the ROD second operable unit.
8. Removal of building and debris totaling approximately 5,000 cubic yards. An attempt to decontaminate the existing building structure will be made before removal, using

approximately 5000 gallons of water and hypochlorite solution. This would lower the total cost to approximately \$2,681,030.

Wastes transported off-site will be treated by the disposal facility. The U.S. EPA off site policy will be complied with. All wastes will be managed in accordance with the "Interim Policy for Promoting the In-State and On-Site Management of Hazardous Wastes in the State of Wisconsin.