

308SERBSF10,616

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IV

345 COURTLAND STREET, N.E.
ATLANTA, GEORGIA 30365

Southern Desk File - 1 for Immed Removal
1 for Federal File

4WD-WPB/CM

November 1, 1991

Dear Sir/Madam:

Enclosed you will find a copy of the proposed settlement agreement
you referenced in your request as indicated in the Federal Register.

If we can be of any further assistance please feel free to
contact us.

Sincerely yours,

Carolyn McCall
Investigation Support Assistant
Investigation Support Section

Enclosure

RECEIVED
NOV 4 1991
SUPERFUND SECTION

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IV

IN THE MATTER OF:)	Proceeding Under Section 122(h)(1)
)	of the Comprehensive Environmental
SOUTHERN DESK CABINET)	Response, Compensation and
HICKORY, NORTH CAROLINA)	Liability Act of 1980, 42 U.S.C.
)	Section 9622(h)(1), as amended by
)	the Superfund Amendments and
)	Reauthorization Act of 1986,
)	Pub. L. No. 99-499
<hr/> Ms. Marlin Grost)	
General Secretary)	
GtE Products Corporation)	
Stamford, Connecticut 06904)	
RESPONDENT)	
<hr/>)	

COST RECOVERY AGREEMENT

This Agreement is made and entered into by the U.S. Environmental Protection Agency ("EPA"), and GTE Products Corporation, ("Settling Party"). The purpose of this Agreement is for EPA to recover response costs incurred at or in connection with the Southern Desk Cabinet Site ("Site") Hickory, North Carolina and to resolve the liability of the Settling Party for such response costs. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. No. 99-499, which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (February 26, 1987) and redelegated to the Chief of the Waste Programs Branch by EPA Delegation No. 14-14-D (March 1990).

This Agreement shall be binding upon EPA and shall be binding upon the Settling Party, its directors, officers, employees, agents, successors and assigns. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her. The Settling Party agrees to undertake all actions required by this Agreement. The Settling Party consents to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms.

WHEREAS, EPA alleges that hazardous substances, pollutants, and/or contaminants as defined in Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), have been or are threatened to be released into the environment from the Site;

WHEREAS, EPA alleges that such releases or threatened releases required response action including the cleanup and removal of all contaminated materials to be undertaken at the site, including arranging for the transportation, disposal and treatment of hazardous substances pursuant, to Section 104 of CERCLA, 42 U.S.C. Section 9604;

WHEREAS, EPA alleges that in overseeing this response action, response costs have been incurred at or in connection with the Site totalling \$9,066.72 as of September 30, 1989.

WHEREAS, EPA alleges that the Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the Site;

WHEREAS, the Settling Party does not admit or deny any of EPA's allegations or legal conclusions; and

WHEREAS, EPA and the Settling Party desire to settle certain claims arising from the Settling Party's alleged involvement with the Site without litigation and without the admission or adjudication of any issue of fact or law;

NOW, THEREFORE, EPA and the Settling Party, in consideration of the promises and covenants herein, and intending to be legally bound hereby, agree as follows:

1. The Settling Party has sent to EPA payment of the total amount of \$9,066.72 for deposit in the Hazardous Substances Superfund.

2. In consideration of the payment referenced in Paragraph 1, and subject to Paragraph 5 of this Agreement, EPA covenants not to sue or to take any other civil or administrative action against the Settling Party for "Covered Matters". "Covered Matters" shall include any and all Civil Liability under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), for reimbursement of response costs incurred at or in connection with the Site as of the effective date of this agreement.

3. In addition to any other remedies or sanctions available to EPA, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA.

4. Nothing in this Agreement is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against the Settling Party for any matters not expressly included in "Covered Matters", including, without limitation, any liability for damages to natural resources.

5. Nothing in this Agreement is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Agreement.

6. In consideration of EPA's covenant not to sue, contained in Paragraph 2 of this Agreement, the Settling Party agrees not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of response activities undertaken at the Site, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of response activities undertaken at the Site.

7. Subject to Paragraph 5 of this Agreement, EPA agrees that by entering into and carrying out the terms of this Agreement, the Settling Party will have resolved its liability to the United States for "Covered Matters" pursuant to Section 113(f)(2) of CERCLA and shall not be liable for claims for "Covered Matters."

8. This Agreement shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA. In accordance with Section 122(i)(3) of CERCLA, EPA may withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

9. The Regional Administrator of EPA, Region IV, has determined that the total response costs incurred by EPA to date or in connection with the Site do not exceed \$500,000.00 excluding interest, and that, based upon information currently available to EPA, total EPA response costs at or in connection with the Site are not anticipated to exceed \$500,000.00 excluding interest, in the future.

10. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 10 of this Agreement has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

BY: 
H. Kirk Lucius, Chief

8/13/91
DATE

Waste Programs Branch
Waste Management Division
U.S. EPA - Region IV

BY: 
Bruce E. Haddad, VP and Controller
GTE Products Corporation

7-15-91
DATE