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Office of
Solid Waste and
Emergency Response

Agency

Emergency Response



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CERCLA SECTION 107 ACTIONS

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Title Procedures for Documenting Costs for CERCLA Section 107 Actions		
Summary of Directive <p>This procedural manual sets forth the procedures for documenting costs for CERCLA §107 cost recovery actions. These procedures require the close cooperation and coordination among Headquarters and Regional program, legal, and financial offices. The procedures manual should be used in conjunction with the Case Development Handbook.</p> <p>Key Words: procedures, costs, CERCLA, §107, legal, financial office</p>		
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

OSWER # 9832.4

JAN 30 1985

MEMORANDUM

SUBJECT: Procedures for Documenting Costs for CERCLA §107 Actions

FROM: Gene A. Lucero, Director *Gene A. Lucero*
Office of Waste Programs Enforcement

TO: Directors, Air & Waste Management Divisions, Regions I - X
Regional Counsel, Regions I - X
Director, Administrative Services Divisions, Regions I, IX
Assistant Regional Administrators for Policy Management,
Regions II, III, IV, VII, and VIII
Director, Policy and Management Division, Region V
Director, Management Division, Region X

This memorandum sets forth the procedures for documenting costs for CERCLA §107 cost recovery actions. These procedures require the close cooperation and coordination among Headquarters and Regional program, legal, and financial offices. The attached procedures should be used in conjunction with the Case Development Handbook. The Procedures Manual addresses the following topics:

- Categories of Expenditures
- Inventory of Site Related Costs
- Regional and Headquarters Documentation Process
- Privacy Act/Confidential Business Information
- Bankruptcy Procedures

Additional guidance is being developed for several other issues associated with cost recovery which are not addressed in the attached Procedures Manual. These issues include: providing cost documentation of state and other Federal agencies' Superfund expenditures, streamlined documentation procedures for the issuance of demand letters, application of interest and procedures for small cases.

It is the Agency's intention that some type of action is taken to recover expenses for every site where Fund monies have been expended. The Agency plans to have all cases dealt with in a timely and efficient manner. Guidance is being prepared that will provide criteria for more streamlined settlement arrangements for small cost recovery cases.

The Agency recognizes that the attached Procedures Manual does not necessarily represent the best and final system for cost recovery documentation. Over the coming months, with the initiatives outlined above, the Agency will be working to provide a more efficient cost recovery process. Any suggestions for improvement to the cost recovery process will be appreciated.

Over the next several months, seminars will be held in each Regional office on the Procedures Manual and other issues associated with cost recovery. If you have any questions regarding the manual, please contact Janet Farella, 382-2016.

cc: William Hedeman, OERR
Dave Buente, DOJ
Fred Stiehl, OECM
Dave O'Connor, PCMD
Gordon Takeshita, FMD
Peter Cook, OWPE
Jack Stanton, OWPE

PROCEDURES FOR DOCUMENTING COSTS FOR CERCLA §107 ACTIONS 9832.4INTRODUCTION

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) authorizes the Federal Government to seek reimbursement from liable parties of "all costs of removal or remedial action incurred by the United States government." One of the Agency's goals in the Superfund program is to maximize, through CERCLA §107 actions, reimbursement of the Trust Fund. In August 1983, the Office of Enforcement and Compliance Monitoring, together with the Office of Waste Programs Enforcement, issued a guidance document entitled "Cost Recovery Actions under CERCLA." That document, hereafter referred to as the Cost Recovery Guidance, discusses general policy issues relating to cost recovery actions under §107(a)(4)(A) of CERCLA. The guidance describes the United States burden of proof for cost recovery actions to consist of three elements:

1. Proof of a release or threat of a release of a hazardous substance.
2. Proof of the liability of the responsible parties.
3. Proof of expenditures.

The Cost Recovery Guidance provided assistance for the compilation of documentation to support the first two elements

- ° Describes Headquarters and Regional responsibilities for documenting costs.
- ° Sets forth procedures for assuring protection of information under the Privacy Act and confidential business information considerations.
- ° Describes the process for determining the proper amount of interest on Trust Fund expenditures.
- ° Describes arrangements for the collection of payments into the Trust Fund.

The following procedures are to be used by case development teams, in cooperation with the Office of Waste Programs Enforcement and Financial Management offices, when initiating and prosecuting a CERCLA §107(a)(4)(A) cost recovery action. Conformance with these procedures will assure timely and complete documentation of costs for §107 actions.

I. CATEGORIES OF EXPENDITURES

Although the list of possible individual cost categories under Superfund is a large one, expenditures can be divided into four broad categories:

EPA In House Expenditures

Contracts

Other Federal Agencies (Interagency agreements)

States (Cooperative Agreements)

The following section will briefly outline how these four categories of cost are accounted for by FMD.

EPA In-House Expenditures

This category includes all EPA employees whose salaries (either fully or in part) are paid out of the Superfund account. Employee time may be charged generically to the program¹ or specifically to a site. Site-specific payroll charges are included in the site specific SPUR reports. This category also includes all EPA travel charged to the Superfund account. Like payroll, travel may be charged to non-site-specific or site-specific accounts. Also included in this category of cost are supplies,

¹/The Financial Management Division (FMD) is implementing an indirect cost allocation system that will allocate appropriate Agency and program support costs for sites. This system will be run centrally by the Financial Reports and Analysis Branch of FMD and will not be reflected in the FMS or SPUR reports. Amounts to be claimed for cost recovery purposes should be available during FY 85.

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equipment, training or other miscellaneous charges made by EPA offices which may be charged site-specifically in certain circumstances. All costs charged to site-specific accounts are identified as direct costs in the site-specific SPUR reports.

Contracts²

This category includes all contracts which are obligated against the Superfund appropriation. Contracts can be subdivided into three groups:

1. Program Support Contracts

These contracts, as the name suggests, provide generic, non-site-specific program management support. Development of program activity tracking systems is an example of the type of work tasked under a program support contract. These contracts are tracked in FMS under non-site-specific accounts.

2. Site Specific Contracts

This category includes On Scene Coordinator Emergency Removal Contracts, the Emergency Response Cleanup Services Contracts, the Remedial portion of the REMEDIAL ACTION/FIELD INVESTIGATION TEAM (REM/FIT) contracts and the REMEDIAL ACTION II contract. Work under these contracts is tasked and invoiced site-specifically and the contract costs are recorded site-specifically in the FMS.

²/Please see Appendix C for a more detailed description of Superfund contracts.

3. Direct Site/Non-Site-Specific Contracts OSWER # 9832.4

This category includes Superfund contracts which provide direct site response work but are not accounted for site specifically in the FMS. This category includes the following contracts: Technical Assistance Team (TAT) Contract, Technical Enforcement Support (TES) Contract, FIT portion of the REM/FIT, Contract Lab Program (CLP) Contracts, Environmental Monitoring and Systems Laboratory (EMSL) Contract, National Enforcement Investigation Center (NEIC) Contract and the Environmental Emergency Response Unit (EERU) Contract. These contracts are invoiced monthly for all work performed under the contract during that month. The contractors do maintain records of site-specific work performed under these contracts. For cost recovery actions, the contractors will be requested (by OWPE through the appropriate contract project officer) to supply site-specific cost summaries and documentation.

In general, all three types of contracts are processed and paid in the following manner. Invoices from the contractor are reviewed and approved by the project officer. Invoices are then forwarded to the Financial Management Office in Research Triangle Park, NC., which processes the payment of all Superfund contracts. This office prepares a Treasury Schedule which authorizes payment and indicates the contractor, contract number and amount of payment for a particular invoice.

Other Federal Agencies

Under interagency agreements (IAG), other federal agencies perform various activities and services in support of the Superfund program. There are two mechanisms available for IAG funding: reimbursement and transfer allocations. Through IAGs, other federal agencies may provide either general program support or site-specific activities.

With reimbursement accounts, other federal agencies will perform certain services for the Superfund program (general program or site-specific) and request reimbursement for the services after they are performed. Money is obligated for these IAGs before work is performed but disbursed after the work is completed. Site-specific reimbursable IAGs are accounted for site-specifically in the FMS. Reimbursable IAGs are processed through the Financial Management Office in Cincinnati, OH. Vouchers for reimbursement are approved by the project officer and forwarded to Cincinnati for processing. The Cincinnati office directs the U. S. Treasury to transfer the approved vouchered amounts from the Superfund account into the other agency's account.

Under transfer allocations, Superfund money is transferred to another agency before services are rendered. Transfer allocations, either generic or site-specific, are not accounted for in the FMS. However, under transfer allocations, the receiving Federal agency provides a monthly accounting to OERR and FMD of expenditures to date. These monthly reports serve as the

basis for cost documentation of site-specific transfer allocations. Further guidance on the back-up documentation to be supplied by other Federal agencies will be provided in the near future.

States

This category includes monies spent through Superfund State Cooperative Agreements. Generally cooperative agreements are entered into between EPA and a state for site-specific activity (e.g. removal action, RI/FS, remedial construction and design). In April 1984, the Regions were delegated the authority to enter into cooperative agreements with states. Under a cooperative agreement, the agreed upon amount of money is set aside for drawdown by the state under a letter of credit. The state must then report its record of expenditures to EPA when a drawdown on the account is made. The Regional Financial Management Offices maintain a record of the drawdown of the accounts. Further guidance on the procedures to be used with regard to cost recovery of cooperative agreement monies will be provided in the near future.

II. CASE SELECTION AND PRIORITIES

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The Cost Recovery Guidance addresses the process of initial selection of a case for cost recovery action. In an effort to maximize return to the Fund and to promote efficient use of its resources, the Agency has set as its priority for new referrals those cases where:

1. Costs incurred exceed \$200,000 and,
2. Site response action (either removal or remedial action) is completed, or, in the case of remedial actions, the Trust Fund's involvement has been completed.

Particular cases for referral are identified in the Superfund Comprehensive Accomplishments Plan (SCAP). Because of the complex and agency-wide nature of cost documentation collection, EPA Headquarters (i.e. OWPE) plays a major role. OWPE will rely on the SCAP for §107(a)(A) case priorities for cost documentation collection. Since document collection and packaging is a time consuming process, the Regions must allow for at least six weeks between an initial request for documents and their receipt. If Regional cost recovery case priorities change after the submission of the SCAP to Headquarters, the Region must submit changes to OWPE in writing. Complete collection of cost documents for those cases involved in priority changes cannot be guaranteed if the change request is received after the third week of the quarter in which the Region is planning to refer the case.

As indicated in the bankruptcy section below, ^{OSWER # 9832.4} however, OWPE will make every effort to ensure that cost documentation for purposes of submitting a proof of claim is gathered on a timely basis.

Generally, before a cost recovery case is referred to Headquarters or DOJ, and certainly before a case is filed, demand letters are sent to the responsible parties. At the present time the same cost documentation procedures are to be used for the issuance of demand letters as for case referrals. In the interest of maximizing the timely recovery of funds, the Agency intends to establish a more streamlined process for documenting costs for the issuance of demand letters. Demand letters should be considered for every response action where there is at least one viable responsible party and should be sent as soon as practicable after the completion of the response action. The Agency intends to issue more detailed guidance on the demand letter process and model demand letters in the near future.

Another category of cases requiring cost documentation is those sites where negotiations are projected or underway and cost recovery provisions are included under a consent decree or consent administrative order. These sites are to be identified on a quarterly basis and indicated under the negotiations or administrative enforcement section of the SCAP. Cost document collection procedures are identical for new referrals and cases under negotiation.

III. INVENTORY OF SITE RELATED COSTS

Since site response activity under CERCLA can be very complex and require the assistance of various EPA offices, contractors, states and other federal agencies, some method of organizing site activities and expenditures must be utilized. Therefore, the Regions, which have primary responsibility for directing site activity, should establish a file that records all work as it is requested and conducted. The first step in documenting site expenditures is to take an inventory of all activities that have occurred both at the site and in support of site activity. These site related expenditures may have been incurred by at least the following:

1. EPA Headquarters personnel:

- Office of Emergency and Remedial Response (OERR)
- Office of Waste Programs Enforcement (OWPE)
- Office of Enforcement and Compliance Monitoring (OECM)
- Office of General Counsel (OGC)
- Emergency Response Team (ERT)
- National Enforcement Investigation Center (NEIC)
- Environmental Monitoring Systems Laboratory (EMSL)
- Environmental Photographic Interpretation Center (EPIC)

2. EPA Regional Offices:

- Air and Waste Management Divisions
- Emergency Response Divisions
- Office of Regional Counsel

Regional Laboratories

Office of Public Affairs, Congressional/Intergovernmental Liaison

3. Contractors:

REMEDIAL/FIELD INVESTIGATION TEAM Contract (REM/FIT)
REMEDIAL CONTRACT (REM II)
TECHNICAL ASSISTANCE TEAM CONTRACT (TAT)
EMERGENCY REMOVAL CLEANUP SERVICES CONTRACT (ERCS)
ON SCENE COORDINATOR CONTRACT (OSC)
CONTRACT LABORATORY PROGRAM CONTRACT (CLP)
TECHNICAL ENFORCEMENT SUPPORT CONTRACT (TES I and II)
ENVIRONMENTAL EMERGENCY RESPONSE TEAM CONTRACT
NATIONAL ENFORCEMENT INVESTIGATION CENTER CONTRACTS
OVERFLIGHT CONTRACT with LEMSCO
OTHER MISCELLANEOUS CONTRACTS

4. States:

Cooperative Agreements

5. Inter-Agency Agreements with other Federal Agencies:

Corps of Engineers (COE)
Coast Guard (USCG)
Department of Justice (DOJ)
Department of the Interior (DOI)
Federal Emergency Management Agency (FEMA)
National Oceanic and Atmospheric Agency (NOAA)
Health and Human Services (HHS)
Occupational Health and Safety Administration (OSHA)

It should be noted that site related expenditures may be incurred by the Criminal Enforcement Division of OECM as well as the criminal investigators associated with NEIC. The costs incurred by these personnel should not be included in costs the Agency is seeking to recover and all reference to these individuals and their offices should be removed from the SPUR and other documentation. If any questions arise on this issue please contact Carroll Wills of NEIC, FTS-234-2158.

IV. COST DOCUMENTATION PROCESS

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The case development team's first task in §107 cost documentation is to fill out a Cost Recovery Checklist (See Appendix D). To assure successful documentation, it is imperative that the checklist be accurate and complete. The checklist serves as the basis for all cost document collection. Incomplete checklists will not be processed and will be returned to the Region for completion. For new §107 case referrals, the checklist should be completed and sent to OWPE allowing at least six weeks for document collection. The checklist should also be delivered to the appropriate Regional office with responsibility for compiling Regional costs and documents. This will help ensure that all cost documentation will be completed on a timely basis. This timing assumes that demand letters will be sent simultaneously with the referral to Headquarters. Cost documentation should be complete before issuing a demand letter³ or referring the case to Headquarters. If the Regions wish to receive the cost documents earlier, for demand letter purposes, they must submit the completed checklists earlier. Completed checklists should be sent to:

~~Barbara Grimm~~
Office of Waste Programs Enforcement
WH-527
U.S. EPA
401 M. Street
Washington, D.C. 20460

³/The authority to issue demand letters on cases before referral to the Department of Justice was delegated to the Regional Administrators in March 1984. Please see Appendix J for a copy of the delegation memorandum. Once a case is referred, demand letters are to be sent by the DOJ attorneys.

Documentation Collection Responsibilities

Successful documentation of costs for §107 cases will require the close cooperation and coordination of Superfund legal, program, enforcement, and financial offices both in the Regions and in Headquarters and with Justice Department attorneys. Each of these offices will have certain responsibilities in the collection and packaging of cost documentation.

1. Regional Responsibilities

A Regional member of the case development team should be selected to coordinate the Regional and Headquarters cost documentation. That team member must work with the Regional Financial Management Office to successfully complete Regional cost documentation responsibilities. The case development team member will be responsible for completing the checklist and collecting, packaging and summarizing⁴ the following categories of costs:

X a. State Cooperative Agreement:

Documentation: SPUR

Copy of Cooperative Agreement

Copy of letter of credit and record of
drawdown.

⁴/See Appendix E for copy of a sample summary.

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Summary of Cooperative Agreement: Includes date of

agreement, brief description of work,
name of state, total amount of agreement,
and if not completed at time of
documentation, amount spent to date.

Note: Additional backup documentation will be required from the states. Guidance on the appropriate documentation and the method for obtaining it will be issued at a later date.

- b. Regional Payroll: This includes site-specific payroll charges by any Regional employee⁵, including Regional Lab employees.

Documentation: SPUR

Employee Timesheets and Timecards

Summary of Payroll: Includes employee name, title,
number of hours charged to site,

The regions must review the timesheets against the timecards and the SPUR, note and notify FMD to correct any inaccuracies. The timesheets are the original record of site-specific payroll charges and should be considered as the basis for payroll documentation.

⁵/Criminal investigators performing site-specific work may charge their payroll against the Superfund site-specific account. Employee information and amounts charged to the site should be deleted from the cost recovery documentation.

- c. Regional Travel: This includes site specific travel charges by any regional employee.

Documentation: SPUR

Employee travel authorization, paid travel vouchers and any corresponding treasury schedules.

Summary of Travel: Includes employee name, title, dates of travel, dollars charged per trip.

The Regions must review the travel documentation against the SPUR, and notify FMD to correct any inaccuracies. The approved and paid travel vouchers serve as the basis for travel documentation.

- d. Other Regional Direct Costs: This includes site-specific supplies or services which may be purchased by a Region under its individual allowance. These charges may appear on the SPUR.

Documentation: SPUR

Purchase Orders

Summary: Includes description of other direct site expenditures, dates of expenditures and amounts.

2. Financial Management Division Responsibilities

Upon receipt of a completed checklist, OWPE will request FMD to provide documentation for site-specific charges included in the Financial Management System (except for the Regional documentation listed above). Documentation collected by FMD will be submitted to OWPE. The FMD documentation covers the following categories of costs:

- a. Site-Specific Contracts: This includes OSC contracts, ERCS contracts, REM portion of the REM/FIT Contracts, REM II Contract

Documentation: SPUR

Copies of paid invoices

Copies of Contract Status Notifications

Copies of corresponding treasury schedules

FMD must reconcile the paid invoices against the SPUR and note and correct any inaccuracies.

- b. Inter-Agency Agreements (IAG): Includes site-specific reimburseable and transfer allocations as requested by OWPE

Documentation: SPUR

Copy of the IAG

Copy of vouchers and schedule of withdrawals

Copy of monthly status report for transfer allocations.

Note: Additional backup documentation may be required from other federal agencies. Guidance on documents required and procedures

for collection is currently under development.

- c. Contract Laboratory Program Contract (CLP): This includes all standard analytical services provided by the CLP. It does not include the Contract Lab Management Contract (see next section).

Documentation: After receipt of a site-specific invoice list from OWPE, FMD will supply the contract lab invoices and corresponding Treasury Schedules and contract status notifications.

- d. Other Superfund Contracts: This includes site-specific work contracted under Superfund that is not invoiced site-specifically.

Documentation: On a quarterly basis, FMD will supply to OWPE an update of copies of the invoices, contract status notifications and treasury schedules for the following contracts:

TAT

(Current contractor: Roy F. Weston
Contract No. 68-01-6669)

FIT portion of REM/FIT

(Current Contractors: NUS,
CH₂Mhill: FIT Subcontractor: E & E
Contract Nos. 68-01-6699, 68-01-6692)

TES I

(Current Contractor: GCA
Contract No. 68-01-6769)

TES II

(Current Contractor: PRC
Contract No. 68-01-7037)

CLP Management

(Current Contractor: VIAR
Contract No. 68-01-6702)

EERU Contract

(Current Contractor: IT Corp.
Contract No. 68-03-3069)

FMSL Contract

(Current Contractor: LEMSCO
Contract No. 68-03-3049)

NEIC CONTRACT

(Current Contractor: TECH LAW
Contract No. 68-01-6838)

- e. Headquarters Payroll: This includes site-specific payroll charges by any headquarters employee (OWPE, OERR, OECM, ERT, etc.).

Documentation: SPUR

Timecards

- f. Headquarters Travel: This includes site specific travel charges by any Headquarters employee.

Documentation: SPUR

Copies of travel authorizations

Copies of paid travel vouchers and any corresponding Treasury Schedules.

FMD must review the travel documentation against the SPUR and note and correct any inaccuracies. The approved travel vouchers serve as the basis for travel documentation.

3. OWPE Responsibilities

OWPE plays the major role in requesting case cost documentation, tracking receipt of documents, and packaging and summarizing of cost documents. OWPE will be responsible for the following cost documentation:

- a. FIT Contract Costs: Includes site-specific costs incurred under the Field Investigation Team contracts, which are part of the REM/FIT contracts.

Documentation: OWPE will request the FIT contractors to provide a summary of site-specific costs incurred under the contract. The summary will include: total costs, break out of costs by labor, travel, subcontractors, and materials, TDD numbers and associated hours, dates of work and brief summary of work performed. OWPE will provide copies of TDDs, invoices, contract status notifications and corresponding Treasury Schedules for dates of work.

- b. TAT Contract Costs: Includes all site-specific cost incurred under the Technical Assistance Team contracts.

Documentation: OWPE will request the TAT contractors to provide a summary of site-specific costs incurred under the contract. Summary will include total costs,

break out of costs by labor, travel, subcontractors, equipment, TDD numbers and associated hours, dates of work and brief summary of work. OWPE will provide copies of TDDs, invoices, contract status notifications and corresponding Treasury Schedules for dates of work.

- c. Remedial Contract Costs: Includes all work done under the REM portion of the REM/FIT contracts and the REM II Contract.

Documentation: Although most of the work tasked under these contracts are recorded site-specifically in FMS, there is some site-specific work which is not. This work includes: RAMPS, community relations work, enforcement support and laboratory work. OWPE will request the REM contractors to supply a summary of all direct site response work tasked under the contract.

Documentation: Summary will include total costs, breakout of costs by labor, travel, subcontractors and equipment, work assignment numbers and associated hours, dates of work and brief summary of work. OWPE will provide copies of paid invoices, contract status notifications and corresponding Treasury Schedules.

- d. Contract Lab Program Costs: This includes all site-specific costs incurred under the CLP; both special analytical services and standard lab analyses.

Documentation: The operation of the sample management office is contracted to VIAR, Inc. OWPE will request VIAR to provide a listing and summary of all samples and analytical services for a site. The summary will include total CLP costs and break out between special analytical services and standard services. The listing of samples will include contract name and number, sample number, invoice number and cost per sample. VIAR will provide, for special analytical services, copies of the paid invoices. OWPE will provide copies, requested from FMD, of the standard services invoices and VIAR paid invoices, contract status notifications and Treasury Schedules.

- e. TES Contract Costs: This includes all site-specific costs incurred under the TES contracts.

Documentation: OWPE will request the contractor to provide a summary of site-specific work conducted under the contract. Summary will

include total costs, break out of costs by labor, travel, subcontractors, equipment, work assignment numbers and associated hours, dates of work and brief description of work performed. OWPE will provide copies of the work assignments, paid contract invoices, contract status notifications and Treasury Schedules.

- f. EERU Contract: This includes all site-specific work provided under EERUs contract.

Documentation: OWPE will request ERT to provide a summary of site-specific work provided under the contract. The summary will include total site costs, dates of work, brief description of work, break out of costs by labor, travel and subcontractors. OWPE will provide copies of paid invoices, contract status notifications and Treasury Schedules.

- g. NEIC Costs: This includes site-specific work done through NEIC, both NEIC employees and contractors

Documentation: OWPE will request NEIC to provide site-specific employee timesheets and travel documentation and a cost summary which is to include cost break out by employee payroll and travel, contractor

costs, contractor and contract number, ^{OWPE # 8828-4}
brief summary of work and dates of work.
If contractor was used, OWPE will supply
copy of paid invoices, contract status
notifications and corresponding
Treasury Schedules for period of work.

- h. Overflights: Includes site-specific aerial photography and
related work done through EMSL and EPIC.

Documentation: OWPE will request EMSL and EPIC to provide
summary of site specific aerial photographic
costs which is to include break out by labor
and materials, contractor costs, contract
number and dates of work. If contractor
was used, OWPE will supply copies of paid
invoices and corresponding Treasury Schedules
for period of work.

- i. Headquarters Payroll: This includes site-specific payroll
charges by any Headquarters employee
including OWPE, OECM, ERT, and OERR.

Documentation: SPUR from FMD

Employee Timesheets (OWPE will request
other headquarters offices to supply
their employees' timesheets).

Summary of HQ Payroll: Includes Employee name, title,
number of hours charged, total
payroll dollars per employee

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OWPE must review the timesheets against the SPUR note and have corrected any inaccuracies. The timesheets are the original record of site-specific payroll charges and should be considered the basis for payroll documentation.

- j. Headquarters Travel: Includes site-specific travel charges by any HQ employee.

Documentation: To be supplied by FMP.

Summary: Includes employee name, title, dates of travel dollars charged per trip.

4. DOJ Responsibilities

This includes all site-specific litigation support costs incurred by the Department of Justice under Superfund interagency agreements.

Documentation: The DOJ representative on the Case

Development Team is responsible for collecting and summarizing DOJ litigation support costs. Documentation should include employee timesheets, travel authorizations and vouchers. A copy of the summary for DOJ costs should be sent to OWPE.

PREPARATION AND USE OF THE COST PACKAGE

OWPE will prepare a standard summary for each of the categories of costs for which it is responsible.

After collection and preparation of the cost summary, OWPE will send the cost documents and copy of the summary to the Regional cost recovery case coordinator. The regional coordinator is responsible for adding the regional cost documents and summaries to the package. The regional coordinator is to send a copy of the regional summaries to OWPE. The case development team should review the cost package and make sure it is complete and accurate. The actual cost documents are to be retained in the regional offices. The custodian of the case file will be the lead regional counsel assigned to the case.

After receipt of the cost documents, the case development team can complete the referral package and refer the case to OECM. The actual cost documents do not need to be sent with the referral package; the completed cost summary will be sufficient for case referral. The documents are to be retained in the Regional offices to facilitate discovery or production of documents requests and reduce possible loss of documents through multiple shipments between headquarters, DOJ and the Regions.

V. THE PRIVACY ACT, NON DISCLOSURE OF IRRELEVANT INFORMATION AND
CONFIDENTIAL BUSINESS INFORMATION (CBI) ISSUES

1. Privacy Act

Discovery requests and proof of the prima facie case during CERCLA Section 107 cost recovery actions may require the Agency to produce to responsible parties certain documents involving EPA payroll and travel costs. That documentation may contain information that is covered under the Privacy Act (5 U.S.C. §522a (1974)) and should not be released until the documents are reviewed and such information is deleted. The issue typically arises in documents that couple an employee's name with his social security number, employee home telephone number or address, or where the documents are receipts containing credit card numbers or copies of personal bank checks.

The Regional offices are responsible for the review of EPA Regional payroll and travel documents for Privacy Act considerations. OWPE will be responsible for reviewing all Headquarters employee payroll and travel documents. If any information covered under the Privacy Act is found, it is to be redacted.

Appendix F contains a list of the items covered by the Privacy Act that should be redacted on each type of cost documentation that may be used during a cost recovery case. Additional inquiries regarding Privacy Act considerations should be directed to Rose Arnold (OGC) at 382-5460.

2. Non-Disclosure of Irrelevant Information

In addition to Privacy Act considerations, any references to work performed on other CERCLA sites or RCRA facilities should be redacted. This type of information may appear on timesheets, timecards, or travel authorizations/vouchers. This will prevent responsible parties from obtaining information about other sites where investigations or other EPA activities are underway.

3. Confidential Business Information

Documents needed to support contractor costs may contain information, such as contractor overhead rates, which is subject to confidential business information (CBI) considerations. This is primarily an issue for the FIT, TAT and REM contracts, and it will arise during the discovery phase of litigation when defendants file a request for the production of documents.

The regulations governing confidentiality of business information are contained in 40 C.F.R. §§2.201-2.215. In general, those regulations state that CBI is entitled to be withheld from disclosure. However, §2.209(d) allows CBI to be disclosed "in a manner and to the extent ordered to be disclosed by a Federal court" so long as EPA provides "as much advance notice as possible to each affected business of the type of information to be disclosed and to whom it is disclosed. . . ." It is important to know that EPA must respond to defendants' discovery requests on a timely basis. Ordinarily this is within thirty days of the request under the Federal Rules of Civil

Procedure. Thus, expeditious handling of requests concerning CBI is essential.

Procedurally, once a request for the production of documents is received that may require CBI to be disclosed, the lead EPA/DOJ attorney on the litigation team should immediately contact counsel for the party requesting the documents to determine if an agreement can be reached in which the documents are released under the terms of a stipulation and protective order (See example stipulation and protective order in Appendix G). If an agreement can be reached within the time for response guaranteeing that the documents will only be disclosed to certain persons or parties for certain limited purposes (and those persons or parties agree to sign a confidentiality agreement), the case development team must then identify all contractors that may have CBI in the cost documentation files. Within seven days of receipt of the discovery request, the lead EPA attorney should send each contractor both a letter explaining the situation (See model letter in Appendix H) and a copy of the stipulation and protective order previously agreed to by the parties. The letter should set a date by which the documents will be produced (i.e., the discovery response date) and invite the contractor to make comments on the content of the protective

order to the author within seven days of receipt.⁶

Once mutually satisfactory revisions are included or the date passes for comment, the proposed stipulation and protective order should be submitted for signature to the party requesting the information and, subsequently, by motion to the court requesting entry of the Order. See example motion in Appendix I. Once the Order is entered and counsel for the party requesting the information has executed a confidentiality agreement, the information may be produced.

If the party requesting the information does not agree to production under the terms of a protective order, the United States has two options. The case litigation team may decide to redact all CBI and produce the materials requested or it may decline to produce the CBI-containing documents altogether unless under the terms of a protective order.

The decision whether to redact and produce, or simply decline to produce, will be made on a case by case basis and will depend on the strength of the CBI claim made by the

⁶/It should be noted that the Office of General Counsel has been requested to notify the major Superfund contractors that certain types of documents containing CBI will be released in the context of cost recovery litigation or settlement negotiations. That notification will indicate that the United States will attempt to protect the documents from distribution and will include a copy of the model protective order contained in Appendix G. The Agency expects to receive general approval of the model protective order's terms from each of the major contractors in the near future, thereby speeding case-specific release of the contractors' documents.

person requesting confidentiality, on the number of documents that are involved, the resources required to review and redact all CBI and the team's assessment of the possible consequences of the available options. In particular, the litigation team should consider whether the defendants would likely accept redacted material and the amount of resources that would be required to oppose any motions to compel discovery in the event all the material is withheld.

For further information on the procedures to be followed in addressing the issue of confidential business information, contact David Van Slyke in the Office of Enforcement and Compliance Monitoring at (FTS) 382-3082.

VI. APPLICATION OF INTEREST

The Agency has determined that the United States should seek interest on monies expended from the Trust Fund for, among other things, site investigations, studies, cleanup and enforcement. Cost recovery actions should seek interest from the date of a demand of a sum certain at the rate being earned by the Fund for comparable time periods.⁷ Applying interest from the date of a demand is an incentive for responsible parties to undertake cleanup themselves and will also discourage responsible parties from engaging in protracted negotiations and litigation. OWPE and OECM are presently working with the Financial Management Division to provide site-specific total monthly expenditures for all costs for interest calculation.

Futher guidance will be provided by DOJ and OECM on the exact method and procedures of interest calculation that is to be used for cost recovery actions.

⁷/In a Memorandum Opinion in United States v. NEPACCO, No. 80-5066-CV-S-4 (W.D. Mo. Jan. 31, 1984) and the follow-up Order for Final Judgment (April 16, 1984), the Court allowed pre-judgment interest at the rate of 9% simple interest calculated from the date the amended complaint (adding CERCLA counts to a RCRA §7003 case) was filed. The 9% interest rate was set "in accordance with Missouri's post judgment interest statute." January 31 Memorandum Opinion at 44. However, neither the opinion nor the Government's pre or post-trial briefs indicated whether the State statute was the applicable law, or if the Court merely used the Missouri Statute as a guideline in the absence of Federal law on the issue.

VII. BANKRUPTCY PROCEDURES

... # 9832.4

In determining how to proceed against bankrupt parties in cost recovery cases, the Regions should follow a four step procedure.

First, the Region, in consultation with the DOJ case attorney, should determine what type of bankruptcy action the responsible party has filed for. Under a Chapter 7 bankruptcy, or "liquidation bankruptcy", the debtor is granted a discharge of all debts and must liquidate all assets. Under a Chapter 11 bankruptcy, or "reorganization bankruptcy", however, there is not a liquidation of assets. Instead the debtor is required to develop a reorganization plan and payment schedule whereby portions of the debts are paid to the different classes of creditors. The Agency's claims under cost recovery are more likely to be satisfied in a Chapter 11 bankruptcy.

Second, the Region must determine when to proceed against a bankrupt party. In making this determination, the Region should balance the likelihood of recovering assets from the estate of the insolvent party against the extent of Agency resources required to prosecute bankrupt parties. The Regions should also evaluate the possible deterrence effects that a lawsuit will have upon other entities that may file, or are seeking to file, frivolous or fraudulent bankruptcy claims.

Third, the Region should refer the bankruptcy claim to the Department of Justice for filing. Prompt referral of bankruptcy cases is necessary to preserve the Agency's claims as a creditor.

Ordinarily the type of claim made by the United States in a CERCLA action will be quite unlike a secured lien and will therefore require the filing of a proof of claim indicating the nature of the government's claim (See Bankruptcy Form 10). Unless an extension is moved for and granted, Chapter 7 bankruptcy claims must be filed 90 days from the first meeting of the creditors. Bankruptcy Rule 3002(c). The deadline for Chapter 11 bankruptcy claims is set by the Court. Bankruptcy Rule 3003(c). Often it must be filed before the Court approves the debtor's reorganization plan. In emergency situations, telephone referral to DOJ with EPA Headquarters concurrence may be appropriate.

After DOJ approval, a proof of claim should be filed with the Bankruptcy Court which states the amount of the debt and the basis for the claim. The Region should be prepared at the time of filing of a proof of claim in Bankruptcy Court to prove that the estate is liable under §107 of CERCLA. Therefore, the referral to the Department of Justice should include all the information necessary for a cost recovery action. OWPE will try to expedite requests for documents in those late-discovered bankruptcy cases that require immediate filing of a proof of claim. The Regions must, however, clearly articulate the urgency of the situation to OWPE and request that Headquarters reorganize the cost documentation collection priorities for that Region.

Fourth, EPA and the Department of Justice must determine which theories of recovery are appropriate, and whether to

proceed in District Court or Bankruptcy Court. The theories of recovery may include: claims as administrative expenses of the estate; recovery under §506(c) of the Bankruptcy code; equitable claims; and common law restitution. The considerations of whether to initiate proceedings in District Court or Bankruptcy Court include: the extent of assets in the estate; the applicability of the automatic stay provisions in the Bankruptcy Act; the extent of previous litigation; and the facts of the case.

For more discussion on enforcement theories available to the Agency to pursue insolvent parties, and for more specific guidance regarding procedures in bankruptcy cases, refer to "Guidance Regarding CERCLA Enforcement Against Bankrupt Parties" issued on May 24, 1984, by Courtney M. Price, Assistant Administrator for the Office of Enforcement and Compliance Monitoring.

VIII. UPDATING OF COSTS

The actual litigation of CERCLA §107 cases may be a very lengthy process. Negotiations may take place before a case is filed. Once a case is filed, negotiations may continue and the litigation process itself may be conducted over a period of many months or several years. Often site work may be ongoing while the case is in litigation. And certainly litigation costs are being incurred by EPA, DOJ, and often, contractors. During the course of negotiations or litigation, the case development team may need to update costs for a particular case.

For completed removal actions, with no other site activity in progress, an update of costs is a relatively easy exercise. The case development team can update Regional payroll and travel and OWPE can update headquarters payroll and travel. DOJ, upon request from the assigned DOJ or U.S. attorney, can update its litigation support costs.

There are, however, cases where the government is pursuing a §107 action but costs are still being incurred for on-site activity (e.g., §106 cases that also have a §107 count and remedial action has not yet been completed). Updating costs for these types of cases may actually be the equivalent of documenting a new §107 case.

The case development team must allow for at least three weeks from a request for a cost update and its receipt. The Region must balance the need for a cost update against the needs of the other cases in the Region which require documentation.

The collection of cost documentation is not a process which can be "turned off" once it has been initiated. Therefore, it is important that the case development team use discretion and good judgment when requesting a cost update.

Cost updates may be requested by submitting a written request to the Cost Recovery Group, OWPE. The memorandum is to specify why and when an update is needed and the categories of costs which need updating. The case development team must give OWPE as much lead time as possible to accommodate update requests. OWPE will collect the requested information and prepare a summary of updated costs. The summary and documents will be forwarded to the case development team in the Region.

IX. ACTUAL PAYMENT INTO THE TRUST FUND

To accelerate the receipt and investment of monies recovered from responsible parties under CERCLA, the Department of the Treasury has provided a separate lockbox for Superfund. Checks for cost recoveries, penalties and fines should be made payable to the EPA Hazardous Substance Response Trust Fund and sent to the following address:

EPA Superfund
P.O. Box 371003M
Pittsburgh, PA 15251

Checks should be accompanied by transmittal letters that state the name of the responsible party and the site for which payment is being rendered. The remittance address and instructions should be included in all settlement documents (consent decrees, administrative order, or settlement agreements) and demand letters.

The Regional Counsel representative on the case development team is responsible for sending a copy of the signed consent/settlement document (as soon as it is available) to the following address:

US EPA
Financial Management Division, PM-226
Financial Reports and Analysis Branch
401 M Street, S.W.
Washington, D.C.
Attn: Ivery M. Jacobs, Rm 3623M

These documents are necessary to establish an accounts receivable to assure that funds are ultimately received and to assure that funds that are received are credited to the appropriate account and reported to the Hazardous Substance Response Trust Fund for investing.

OSWER # 9832.4

APPENDIX A

FLOW CHART OF COST DOCUMENTATION PROCESS

DEFINITIONS OF ACRONYMS USED IN FLOW CHART

IAG: INTER-AGENCY AGREEMENT

REM: REMEDIAL CONTRACT

FIT: FIELD INVESTIGATION TEAM CONTRACT

TAT: TECHNICAL ASSISTANCE TEAM CONTRACT

TES: TECHNICAL ENFORCEMENT SUPPORT CONTRACT

CLP: CONTRACT LABORATORY PROGRAM

NEIC: NATIONAL ENFORCEMENT INVESTIGATIONS CENTER

ERT: EMERGENCY RESPONSE TEAM

EMSL: ENVIRONMENTAL MONITORING AND SYSTEMS LABORATORY

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APPENDIX B
SITE-SPECIFIC SPUR CHARGES

SOFTWARE PACKAGE FOR UNIQUE REPORTS (SPUR)

Through the use of SPUR, the Financial Management System (FMS) can produce reports which summarize specific Superfund charges of individual sites. However, because some expenditures that benefit specific sites are not charged to site specific accounts, the FMS does not identify all direct site response costs. The following is a list of the site specific cost categories which are included in a SPUR:

SITE-SPECIFIC EPA PAYROLL

SITE-SPECIFIC TRAVEL

OSC EMERGENCY REMOVAL CONTRACTS

ERCS CONTRACTS

MAJOR REMEDIAL SITE-SPECIFIC WORK ASSIGNMENTS:

REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)

REMEDIAL DESIGN

REMEDIAL CONSTRUCTION

REIMBURSEABLE SITE-SPECIFIC IAGS

STATE SITE-SPECIFIC COOPERATIVE AGREEMENTS

APPENDIX C

OSWER # 9832.4

DESCRIPTION OF SUPERFUND CONTRACTS

TECHNICAL ASSISTANCE TEAM CONTRACT (TAT)

SCOPE:

This contract is designed to assist EPA in responding to all reported environmental emergencies, including oil spills (under §311 of the Clean Water Act) chemical spills and uncontrolled hazardous waste disposal sites. Response includes damage assessment field studies, monitoring cleanup operations, and coordinating with local governments. Other functions such as conducting spill prevention compliance checks are also performed. Under this nationwide contract, teams (TAT) are provided to EPA headquarters, all ten EPA regions, and both of the Environmental Response Teams (ERT). The TAT contract does not perform any actual cleanups.

Original Contractor: Ecology & Environment, Inc. (E&E)

Contract Number: 68-01-5158

Dates of Contract: February 1979 to October 1982

EPA Project Officer: Jack Jojokian

Current Contractor: Roy F. Weston, Inc.

Contract Number: 68-01-6669

Date of Contract: October 1982 to September 30, 1986

EPA Project Officer: Jack Jojokian

EPA Contract Officer: Paige E. Peck

ON SCENE COORDINATOR EMERGENCY REMOVAL CONTRACTS

SCOPE:

These contracts are designed for emergency or immediate removal situations initiated by the On Scene Coordinator. These contracts are entered into on an individual basis as an emergency situation arises. Contract is usually initiated with a letter to proceed. All work under these contracts is site specific.

Emergency Removal Cleanup Service Contracts (ERCS)

SCOPE:

These contract are designed to respond to environmental emergencies with resources necessary to contain, cleanup, remove and dispose of hazardous materials. There are four ERCS Zone contractors.

ERC Zone I (Regions I, II, and III):

Contractor: O. H. Materials Co.

Contract No.: 68-01-6893

Dates of Contract: February 1, 1984 to Janueary 31, 1987

EPA Project Officer: James Jowett

EPA Contract Officer: Patrick Flynn

ERC Zone II (Region IV):

Contractor: Hazardous Waste Technology Services

Contract No.: 68-01-6859

Dates of Contract: December 1, 1983 to November 30, 1986

EPA Project Officer: James Jowett

EPA Contract Officer: Thomas F. Sullivan

ERC Zone III (Region V):

Contractor: PEDCo Environmental, Inc.

Contract No.: 68-01-6894

Dates of Contract: February 1, 1984 to January 31, 1987

EPA Project Officer: James Jowett

EPA Contract Officer: Dorothy Britton

ERC Zone IV (Regions VI, VII, VIII, IX, X):

Contractor: Environmental Emergency Services

Contract No. 68-01-6860

Dates of Contract: December 1, 1983 to November 30, 1986

EPA Project Officer: James Jowett

EPA Contract Officer: Thomas F. Sullivan

REMEDIAL ACTION CONTRACTS (REM)

SCOPE:

The Remedial Action contracts primary focus is to investigate and provide long term corrective action for NPL sites. Tasks under the REM contracts include the following:

- Remedial Action Master Plans (RAMPS)
- Remedial Investigations/Feasibility Studies (RI/FS)
- Initial Remedial Measures (IRM)
- Enforcement and technical oversight projects
- Community Relations Plans
- Remedial Design and Construction

The contractors are tasked through work assignments, which are generally site-specific. However, some work assignments are written to cover a number of site for a particular task such as RAMPS and community relations plans.

The Superfund program originally had three REM contractors:

- Camp, Dresser, McKee (CDM)
- Contract No. 68-03-1612
- Dates of Contract: June 1981 to March 1983

- Roy F. Weston
- Contract No. 68-03-1613
- Dates of Contract: June 1981 to October 1982

- Black & Veatch
- Contract No. 68-03-1614
- Dates of Contract: June 1981 to October 1982

In October 1982, the original REM contracts were replaced with two zone REM/FIT Contracts. These are three year contracts.

REM Zone I (Region I - IV):

Contractor: NUS Corp.

Contract No. 68-01-6699

Dates of Contract: October 1, 1982 to September 1986

EPA Project Officer: William Kaschak

EPA Contract Officer: Ronald L. Kovach

REM Zone II (Region V - X):

Contractor: CH₂MHill Southeast, Inc.

Contract No.: 68-01-6692

Dates of Contract: October 1, 1982 to September 30, 1986

EPA Project Officer: Nancy Willis

EPA Contract Officer: Dorothy Tyler

In June 1984 an additional nationwide REM contract was awarded under which the contractor is to perform remedial response activities at uncontrolled hazardous waste sites and prepare A&E design specifications of the selected remedies.

REM II (Nationwide):

Contractor: Camp, Dresser & McKee; Inc.

Contract No.: 68-01-6939

Dates of Contract: June 1, 1984 to May 30, 1988

EPA Project Officer: William Kaschak

EPA Contract Officer: William R. Topping

FIELD INVESTIGATION TEAM (FIT) CONTRACTSCOPE:

The Field Investigation Team (FIT) Contracts establish an investigation team in each EPA Region, comprised of multi-disciplinary professional and para-professional personnel who are capable of providing a breadth of technical activities. Specifically, the FIT contracts constitute the primary capability of EPA for investigating hazardous waste sites. Current FIT operations are part of the REM/FIT Zone Contracts.

OPERATIONS:

Tasks conducted by the FIT contracts are initiated in the Regions by designated Regional Project Officers (RPO's) using a work order process called Technical Directive Documents (TDDs). Major functions include the following:

- Preliminary Assessments and Site Inspections (PA/SI) to determine the hazard potential at waste sites.
- Conduct Hazard Ranking System Scoring for sites considered for inclusion on the National Priorities List (NPL).
- General enforcement support for case development, particularly field oriented technical activities (e.g., sampling).
- Remedial Investigations (RI) for enforcement lead sites.
- Hydrological, geophysical and general field investigatory work which may be part of or separate from any of the above activities.
- Provides subcontracting support for activities such as well drilling, obtaining specialized technical expertise, and related support services.
- Dioxin strategy implementation support.
- Provide technical experts for compliance monitoring and oversight functions.
- Help to develop technical manuals, policies and standard operating procedures.

FIT Contract:

Original Contractor: Ecology and Environment, Inc. (E&E)

Contract No.: 68-01-6056

Dates of Contract: February 1980 to December 1982

EPA Project Officer: Scott Fredericks

Current Contractors:

REM/FIT Zone I (Regions I - IV):

Contractor: NUS Corporation

Contract No.: 68-01-6699

Date of Contract: October 1, 1982 to September 30, 1986

EPA Deputy Project Officer: Scott Fredericks

EPA Contract Officer: Ronald L. Kovach

REM/FIT Zone II (Regions V - X):

Contractor: CH₂MHill (Ecology and Environment is FIT subcontractor)

Contract No.: 68-01-6692

Dates of Contract: October 1, 1982 to September 30, 1986

EPA Deputy Project Officer: Scott ^{Fredericks}~~Parish~~

EPA Contract Officer: Dorothy Tyler

CONTRACT LABORATORY PROGRAM (CLP)SCOPE:

The Contract Laboratory Program (CLP) was established to provide laboratory sample analyses for the Superfund program. The CLP can provide routine and special analytical services for inorganic, organic and dioxin samples. The CLP is managed by VIAR, Inc. Approximately 40 different laboratories are used under the CLP. Each of the laboratories used under the program will have one or more contracts with the Agency. Site samples are taken by the Regional offices and tagged with a sample number. The Sample Management Office (SMO), which is managed by VIAR, will tell the Region which laboratory the samples should be sent to. The individual laboratories do not know what sites the samples have been taken from. VIAR tracks all sample numbers and invoices.

Sample Management Office (SMO) Contract:

Contractor: VIAR and Company

Contract No.: 68-01-6702

Dates of Contract: October 1, 1982 to September 30, 1985

EPA Project Officer: Stan Kovell

EPA Contract Officer: Marian Bernd

TECHNICAL ENFORCEMENT SUPPORT CONTRACT (TES I & II) .

SCOPE:

The Technical Enforcement Support (TES) Contract was awarded in June 1983 to support enforcement actions under CERCLA. The TES contract can provide the following services:

- Responsible Party Searches
- Title Searches
- Financial Assessments of Responsible Parties
- Records Compilation
- Health/Endangerment Assessments
- Technical Review of Documents
- Expert Witnesses

The TES contract is tasked through work assignments which are generally site-specific.

TES I

Contractor: GCA Corp.

Contract No.: 68-01-6769

Dates of Contract: June 10, 1983 to June 9, 1986

EPA Project Officer: Elwood Martin

EPA Contract Officer: Marian Bernd

TES II

Contractor: Planning Research Corp. (PRC)

Contract No.: 68-01-7037

Dates of Contract: September 1984 to September 1986

EPA Project Officer: Elwood Martin

EPA Contract Officer: Marian Bernd

ENVIRONMENTAL EMERGENCY RESPONSE UNIT (EERU) CONTRACT

SCOPE: EERU is divided into two groups: Operations and Research

OPERATIONS:

Through the Environmental Response Team (ERT), EERU provides technical support and assistance to On-Scene Coordinators and other emergency response personnel on environmental issues dealing with the cleanup of emergency spills and uncontrolled hazardous waste sites. Site support services of the contract include such activities as sampling, use of specialized monitoring equipment, conducting extent-of-contamination surveys and procurement of specialized subcontractors for well drilling, analytical support, etc. Other services include the conduct of training exercises including demonstrations of equipment and "hands on" training under simulated but realistic field conditions.

RESEARCH:

Through the Oil and Hazardous Material Spills Branch (OHMSB), EERU provides shakedowns and field demonstrations of prototype equipment during spills and at cleanups of uncontrolled hazardous waste sites. Evaluation and improvement of government owned or commercially available cleanup devices and systems is the primary objective of this side of the contract.

Original Contractor: Mason & Hanger-Silas Mason Co., Inc.

Contract No.: 68-03-2647

Dates of Contract: January 23, 1978 to June 28, 1981

EPA Project Officer: J. Stephen Dorrler (ERT) and Ira Wilder (R&D)

Current Contractor: IT Corporation

Contract No.: 68-03-3069

Dates of Contract: June 29, 1981 to June 28, 1985

EPA Project Officers: J. Stephen Dorrler (ERT) and Ira Wilder (R&D)

EPA Contract Officer:

ENVIRONMENTAL RESPONSE TEAM (ERT)

The Environmental Response Team is located at the EPA facility in Edison, New Jersey, and also retains a three-member staff at EPA's A. W. Breidenbach Environmental Research Center in Cincinnati, Ohio.

The ERT's major functions are to:

- ° Maintain an around-the-clock activation system.
- ° Upon request, dispatch Team members to environmental emergencies to assist Regional and program offices.
- ° Provide critical consultation in water and air quality criteria, toxicology, interpretation and evaluation of analytical data, and engineering and scientific studies.
- ° Develop and conduct site-specific safety programs.
- ° Provide specialized equipment to meet specific requirements such as monitoring, analytical support, waste treatment, containment and control.
- ° Provide technical experts for a Public Affairs Assistance Team (PAAT).
- ° Supervise the work of contractors.
- ° Help to develop training manuals, policies, and standard operating procedures.
- ° Assist the Office of Research and Development in developing new technology for use at environmental emergencies and uncontrolled hazardous waste sites.
- ° Train Federal, State and local government officials and industry representatives in the latest technology for environmental emergencies at hazardous waste sites.

ENVIRONMENTAL MONITORING AND SYSTEMS LABORATORY CONTRACT

SCOPE: The Environmental Monitoring and Systems Laboratory (EMSL) manages a contract which provides upon request aerial photography, photographic interpretation and topographic mapping of hazardous waste sites. Requests are generally site specific and may be from the regional offices or headquarters.

Zone I (Regions I - IV)

Contractor: Bionetics

Contract No.:

Dates of Contract:

EPA Project Officer: Tom Osberg

EPA Contract Officer: Pong Lem

Zone II (Regions V - X)

Contractor: Lockheed Inc. (LEMSCO)

Contract No. 68-03-3049

EPA Project Officer: Clay Lake

EPA Contract Officer: Pong Lem

NATIONAL ENFORCEMENT INVESTIGATIONS CENTER (NEIC) CONTRACT

SCOPE: The National Enforcement Investigations Center (NEIC) provides various types of enforcement support activities for CERCLA cases. Activities include site investigations, sample collection, sample screening for hazardous characteristics and sample preparation for analyses and compositional lab analysis. Sample screening and preparation is done under contract with Fred C. Hart (this contract is part of the National Contract Lab Program). NEIC also provides for security of sensitive samples for enforcement purposes and chain of custody procedures. NEIC provides evidence audits through the Contract Evidence Audit Team (CEAT). The current CEAT contractor is Tech Law, Inc. Evidence audits provide inventories of case documents and preparation of documents for use as evidence. Evidence audits also provide sample profiles and summaries of analytical data.

Contract Evidence Audit Team

Original Contractor: INTERA

Contract No.: 68-01-6215

Dates of Contract: September 1980 to September 1983

EPA Project Officer: Rob Laidlaw

EPA Contract Officer: Pat Murphy

Current Contractor: TECH LAW, Inc.

Contract No. 68-01-6838

Dates of Contract: October 1983 to

EPA Project Officer: Rob Laidlaw

EPA Contract Officer: Pat Murphy

OSWER # 9832.4

APPENDIX D
COST RECOVERY CHECKLIST

COST RECOVERY DOCUMENTATION CHECKLIST

DATE: OSWER # 9832.4

1. SITE NAME: _____ CITY/COUNTY _____ STATE _____

SITE ACCOUNT NUMBER: _____ NPL _____ YES _____ NO _____

(OTHER NAMES USED FOR THIS SITE: _____)

2. STATUS: CHECK ONE:

- _____ TRIAL DATE (DATE: _____)
_____ IN DISCOVERY (DEADLINE: _____)
_____ FILED
_____ REFERRED TO DOJ
_____ REFERRED TO HEADQUARTERS
_____ IN PREPARATION IN REGION
_____ STATUTE OF LIMITATIONS
_____ PROJECTED/ON GOING NEGOTIATIONS
_____ DEMAND LETTER TO BE SENT

3. NAME AND TELEPHONE NUMBER OF OSC/REGIONAL CONTACT:

4. NAME AND TELEPHONE NUMBER OF REGIONAL COUNSEL CONTACT:

5. WHICH, IF ANY, OF THE FOLLOWING FIT CONTRACTORS WERE USED?

E&E (CONTRACT No. 68-01-6056) _____ DATES OF WORK _____

NUS (CONTRACT No. 68-01-6699) _____ DATES OF WORK _____

E&E (FIT SUBCONTRACTOR TO CH2MHILL, CONTRACT No. 68-01-6692) _____
(ZONE II)

DATES OF WORK _____

6. WHICH IF ANY OF THE FOLLOWING TAT CONTRACTORS WERE USED?

E&E (CONTRACT No. 68-01-5158) _____ DATES OF WORK _____

ROY F. WESTON (CONTRACT No. 68-01-6669) _____

DATES OF WORK _____

7. WAS WORK DONE THROUGH THE CONTRACT LAB PROGRAM (VIAR)? _____ YES _____ NO

IF YES, PLEASE PROVIDE ANY SPECIAL ANALYTICAL SERVICES (SAS) CASE

NUMBERS: _____

WAS LAB WORK OTHER THAN THROUGH VIAR USED? ☐ YES ☐ NO

IF YES, PLEASE GIVE LAB NAME AND CONTRACT NUMBER:

8. WHICH IF ANY OF THE FOLLOWING REM CONTRACTORS WERE USED?
(DESCRIBE TASKS WITH THE FOLLOWING: RAMP, IRM, RI/FS, DESIGN
CONSTRUCTION, COMMUNITY RELATIONS, ENFORCEMENT, OR OTHER)

BLACK & VEATCH (CONTRACT No. 68-03-1614) _____

DATES OF WORK _____ TASK _____

CAMP DRESSER & MCKEE (CDM) (CONTRACT No. 68-03-1612) _____

DATES OF WORK _____ TASK _____

ROY F. WESTON (CONTRACT No. 68-03-1613) _____

DATES OF WORK _____ TASK _____

NUS (ZONE I, CONTRACT No. 68-01-6699) _____

DATES OF WORK _____ TASK _____

CH2MHILL (ZONE II, CONTRACT No. 68-01-6692) _____

DATES OF WORK _____ TASK _____

CAMP DRESSER MCKEE (REM II CONTRACT No. 68-01-6939) _____

DATES OF WORK _____ TASK _____

9. PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT CONTRACTORS
LET BY AN OSC OR EMERGENCY REMOVAL CLEANUP (ERCS) CONTRACT:

CONTRACTOR: _____

CONTRACT NO. _____ DELIVERY ORDER No. _____

DATES OF WORK: _____

10. WERE ANY OVERFLIGHTS DONE? ☐ YES ☐ NO

DATES OF OVERFLIGHTS: _____

11. WAS ANY WORK DONE BY NEIC? ☐ YES ☐ NO

DATES OF WORK _____ TASK _____

COST RECOVERY DOCUMENTATION CHECKLIST, PAGE 3

OSWER # 9832.4

WAS AN EVIDENCE AUDIT OR OTHER WORK DONE THROUGH NEIC CONTRACT WITH TECH LAW (INTERA)? ☐ YES ☐ NO DATES OF WORK _____

12. WAS WORK DONE BY THE EERU CONTRACT WITH IT CORP? ☐ YES ☐ NO
(CONTRACT No. 68-03-3069)

DATES OF WORK: _____

WAS WORK DONE BY EMERGENCY RESPONSE TEAM (EDISON LAB) ☐ YES ☐ NO

DATES OF WORK: _____

13. WAS ANY WORK DONE UNDER THE TES I CONTRACT? ☐ YES ☐ NO
CONTRACT No. 68-01-6769 (PRIME CONTRACTOR: GCA)

DATES OF WORK: _____ TASKS PERFORMED: _____

WAS ANY WORK DONE UNDER THE TES II CONTRACT? ☐ YES ☐ NO
CONTRACT No. 68-01-7037 (PRIME CONTRACTOR: PRC)

DATES OF WORK: _____ TASKS PERFORMED: _____

14. WAS ANY WORK DONE UNDER THE LIFE SYSTEMS CONTRACT? ☐ YES ☐ NO
CONTRACT No. 68-03-3136

DATES OF WORK _____

ANY OTHER CONTRACTOR USED: NAME: _____

CONTRACT No. _____ DATES OF WORK: _____

15. PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT OTHER FEDERAL AGENCIES THAT WORKED ON THE SITE:

AGENCY	IAG #	DATES OF WORK	CONTACT PERSON/TELEPHONE
--------	-------	---------------	--------------------------

HHS			
-----	--	--	--

COE			
-----	--	--	--

USCG			
------	--	--	--

FEMA			
------	--	--	--

DOJ			
-----	--	--	--

DOI			
-----	--	--	--

NOAA _____

USGS _____

BRIEF DESCRIPTION OF WORK:

16. WAS THERE A STATE COOPERATIVE AGREEMENT OR CONTRACT? ☐ YES ☐ NO

STATE: _____ COOPERATIVE AGREEMENT # _____

CONTRACT No. _____

17. WERE ANY OTHER CONTRACTORS (e.g., R&D CONTRACTS) USED?
IF SO, PLEASE PROVIDE THE FOLLOWING:

CONTRACTOR: _____

CONTRACT No. _____

DATES OF WORK: _____

BRIEF DESCRIPTION OF WORK: _____

18. WERE ANY REGIONAL COUNSEL APPROPRIATIONS FOR LEGAL EXPENSES
USED? ☐ YES ☐ NO

19. PLEASE LIST THE REGIONAL OFFICES WHICH HAVE BEEN INVOLVED IN
THE CASE:

20. ANY OTHER PERTINENT INFORMATION NOT PROVIDED ABOVE:

OSWER # 9832.4

APPENDIX E

SAMPLE CASE COST SUMMARY

NARRATIVE SUMMARY/STATEMENT OF FACTS — COSTS FOR

1. The United States Environmental Protection Agency has incurred costs of at least \$188,424.64 for Headquarters and Regional payroll.
2. The United States Environmental Protection Agency has incurred costs of at least \$51,890.44 for Headquarters and Regional travel.
3. The United States Environmental Protection Agency has incurred costs of at least \$109,953.36 for remedial contract expenditures. This total represents the amount spent under the
4. The United States Environmental Protection Agency has incurred costs of at least \$15,131.26 for remedial contract expenditures. This total represents the amount spend under the
5. The United States Environmental Protection Agency has incurred costs of at least \$420,794.22 for remedial contract expenditures. This total represents the amount spent under the
6. The United States Environmental Protection Agency has incurred costs of at least \$212,813.16 for field investigation team contract expenditures. This total represents the amount spent under the contract.
7. The United States Environmental Protection Agency has incurred costs of at least \$47,560.11 for technical assistance team contract expenditures. This total represents the amount spent under the Ecology and Environment contract.
8. The United States Environmental Protection Agency has incurred costs of at least \$11,938.51 for On-Site Coordinator (OSC) Let contract costs. The emergency response action has performed under contract by
9. The United States Environmental Protection Agency has incurred costs of at least \$10,980.00 for aerial photograph and analysis support. This total represents the amount spent under the EMSL contract.
10. The United States Environmental Protection Agency has incurred costs of at least \$996,546.98 for Interagency Agreements (IAG) with the Department of Justice and the U.S. Coast Guard.

- OSWER # 9832.4
11. The United States Environmental Protection Agency has incurred costs of at least \$190,661.62 for investigative contract costs under contract by the National Enforcement Investigative Center (NEIC)..
 12. The United States Environmental Protection Agency has incurred costs of at least \$10,438.00 for expert witness support under contract with the
 13. The United States Environmental Protection Agency has incurred costs of at least \$342,552.41 for National Lab contract expenditures. This total represents the costs of generating laboratory analysis of samples collected.
 14. The United States Environmental Protection Agency has incurred costs of at least \$196,153.00 for miscellaneous contract costs under contract by

COST SUMMARY

EPA EXPENDITURES

EPA PAYROLL -----	188,424.64
EPA TRAVEL -----	51,890.44
REM CONTRACT -----	106,171.67
REM CONTRACT -----	1,081.15
REM CONTRACT -----	2,700.54
REM CONTRACT -----	15,131.26
REM/FIT CONTRACT -----	420,794.22
FIT CONTRACT -----	212,813.16
TAT CONTRACT -----	47,560.11
OSC LET CONTRACT -----	11,938.51
OVERFLIGHTS -- EMSL -----	10,980.00
INTERAGENCY AGREEMENTS --	
Department of Justice -----	110,046.98
U.S. Coast Guard -----	886,500.00
NEIC CONTRACT -----	190,661.62
MISC CONTRACT -----	10,438.00
NATIONAL LAB CONTRACT -----	342,552.41
ERT CONTRACT -----	196,153.00
<hr/>	
TOTAL EPA EXPENDITURES	\$ 2,805,837.71

COST SUMMARY

EPA PAYROLLEMPLOYEE NAME — HEADQUARTERS

	<u>NUMBER OF HOURS</u>	<u>AMOUNT</u>
Barclay, Michael	63.0	1,149.12
Burack, Mitchell	1,017.25	16,030.27
Barnes, Wanda	3.0	22.79
Cibulski, Robert	25.0	474.71
Clemens, Rob	22.0	440.22
Conti, Susan	1.0	10.39
Delvin, Dennis, J.	441.0	6,163.34
Dick, Mary D.	5.0	91.20
Elkus, Barbara	3.0	63.78
Garrahan, Kevin	609.0	11,590.60
Gilbert, John M.	8.0	199.65
Grundler, Christopher	130.0	1,987.18
Farnsworth, Douglas	3.0	70.47
Keplinger, Helen	2.0	31.76
Klaas, Julie A.	3.0	41.18
Kosakowski, Michael	8.0	193.05
Laformara, Joseph	8.0	206.89
Livolsi, Joseph	30.0	205.80
Mittelman, Abraham	12.0	262.95
Murphy, Jack	198.0	3,881.17
Schwartz, Jerry	20.5	390.74
Wheeler, John	51.0	815.41
Wright, John	4.5	61.14

TOTAL EPA HEADQUARTERS PAYROLL

\$44,383.81

DOCUMENTATION: FMD SPUR Report, dated June 9, 1984
 Copies of Applicable Timecards

EMPLOYEE NAME — REGION

Adams, James	43.0	964.08
Allison, Birdie	5.0	41.08
Ashkanazy, Patricia	14.0	118.51
Banaszek, Kenneth	18.0	267.28
Bartelt, Richard	17.0	416.95
Bolger, Kevin	119.5	1,732.09
Carter, Barbara	3.0	26.52

EPA PAYROLLEMPLOYEE NAME — REGIONNUMBER
OF HOURSAMOUNT

Castle, Charles	1.0	19.71
Constantelos, Basil	8.0	231.53
Dikinis, Jonas	33.0	570.52
Elam, Michael	2.0	30.55
Elly, Charles	31.0	729.94
Field, Roger	30.5	683.01
Flynn, Yvonne	135.0	2,477.02
Frye, Gilbert	90.0	1,777.22
Gade, Mary	134.5	2,806.89
Gardner, Caryn	37.0	314.22
Grimes, Roger	23.5	488.45
Hall, Robert	7.0	125.32
Hsia, Kei	15.0	234.36
Jirka, Andrea	41.2	746.97
Jones, Wanda	4.0	32.27
Joseph, Chacko	145.0	2,496.53
Kim, Sukwha	134.0	2,726.04
Kim, Thomas	78.0	984.70
King, Ernest	80.0	1,414.78
Knob, James	68.0	942.41
Kucharz, Carolyn	17.0	200.67
Kuehl, Marcia	6.0	96.35
Kulma, Gregory	8.0	123.76
Kush, Beverly	2,899.0	50,592.31
Kyte, Lawrence	2,181.0	39,718.02
Langer, Mary	1.0	11.41
May, Dorothy	5.5	67.42
Morgan, Dorothy	30.0	199.63
Morris, John	37.0	669.38
Parikh, Pankaj	99.6	1,141.07
Paruchuri, Babu	36.0	567.57
Phillips, Marsha	60.0	660.49
Radcliffe, Michelle	747.8	5,204.35
Randall, Sheila	19.7	151.02
Regan, Gerald	1.0	25.06
Rekar, Pamela	640.2	10,902.58
Ross, Curtis	1.0	28.70
Rutter, Anthony	27.0	472.07
Sargent, William	17.3	125.57
Schaefer, Robert	25.5	782.59
Schmidt, Larry	182.0	2,566.00
Schulteis, Jane	.5	9.59
Sedwick, Helen	247.5	2,060.80
Street, Kerry	42.0	646.60

EPA PAYROLL

<u>EMPLOYEE NAME — REGION</u>	<u>NUMBER OF HOURS</u>	<u>AMOUNT .</u>
Thakkar, Jayinthal	73.0	1,066.81
Tyson, Mary	27.0	472.07
Ullrich, David	10.2	312.91
Vanderlaan, Gregory	47.0	917.59
Weslowski, Dennis	18.0	250.02
Witcher, Stephanie	4.0	34.93
Womack, Belinda	52.0	331.24
Wong, Gene	8.0	94.66
Young, Marvin	7.0	138.64

TOTAL REGIONAL PAYROLL

\$144,040.83

DOCUMENTATION: EPA Region V Personnel Cost Summary as of August 18, 1984

TOTAL EPA PAYROLL (HEADQUARTERS AND REGION)

\$188,424.64

COST SUMMARY

EPA TRAVELEMPLOYEE NAME — HEADQUARTERSTRAVEL
NUMBERVOUCHER
AMOUNTTREASURY NUMBER
AND DATE

Barclay, Michael	970381	296.21	93709	6/7/83
	970391	294.20	73759	6/20/83
Biros, Francis, J.	838151	445.95	93796	6/29/83
	911448	543.95	93212	12/14/82
	747780	511.60	93275	1/4/83
Burack, Mitchell	974948	373.71	93892	7/29/83
	974935	208.00	93728	6/10/83
	974925	44.00	93507	4/4/83
	575312	675.67	93086	11/3/82
	764972	363.50	93386	2/25/83
	754295	545.09	93087	11/4/82
	993411	320.85	64548	1/10/84
Cibulski, Robert	839112	282.45	06262	4/27/83
Grundler, Christopher	965684	489.05	64361	11/25/83
	969061	289.69	64363	12/6/83
	961987	350.94	64666	4/5/82
Devlin, Dennis J.	827895	291.75	92648	8/25/82
	778420	322.68	92387	5/7/82
	730521	274.38	92303	4/8/82
Garrahan, Kevin	829636	410.69	93247	12/21/82
	829637	407.55	93247	12/21/82
	830288	222.25	93359	2/2/83
	911401	559.70	93125	11/19/82
	838332	215.45	93449	3/16/83
	911443	461.69	93167	12/16/82
	970316	213.00	93502	4/5/83
	829653	398.50	93253	12/23/82
Lucero, Gene	829626	689.50	93126	11/22/82
Murphy, Jack	983121	281.93	93694	6/2/83
	983119	298.74	93698	6/6/83
	830226	251.91	93482	3/28/83

EPA TRAVEL

<u>EMPLOYEE NAME — HEADQUARTERS</u>	<u>TRAVEL NUMBER</u>	<u>VOUCHER AMOUNT</u>	<u>TREASURY NUMBER AND DATE</u>	
Schwartz, Jerry	972197	315.25	64618	3/7/84
Wolffe, Deborah	754314	294.50	93219	12/16/82

TOTAL EPA HEADQUARTERS TRAVEL

\$11,944.33

DOCUMENTATION: FMD SPUR Report, dated June 30, 1984

Copies of Applicable Paid Travel Vouchers and Treasury Schedules

EMPLOYEE NAME — REGION

Adams, James	43344	325.90
Bartelt, Richard	23269	125.25
	41084	127.51
	41118	317.00
	41192	411.75
Carlson, Marcia	30539	440.77
Castle, Charles	20294	307.65
	20718	235.00
	23077	88.70
Constantelos, Basil	22472	180.00
Dikinis, Jonas	30524	219.26
	30947	304.40
	33299	152.63
Elam, Michael	23488	137.00
Field, Roger	42161	133.81
Gade, Mary	32518	206.00
	33907	268.75
	40089	293.30
Hartian, Robert	30294	249.54
	30345	206.28
	30538	245.25
	33271	178.87
	42299	286.38

EPA TRAVELEMPLOYEE NAME — REGIONTRAVEL
NUMBERVOUCHER
AMOUNT

Knoy, James

41559
42098270.07
119.76

Kush, Beverly

22571
23171
23214
23348
23401
23493
23554
23653
30309
30573
30639
30818
30973
31024
31051
31194
31462
31548
31626
31709
31851
31985
32112
32262
32521
32631
32702
32730
32893
32997
33109
33200
33230
33451
33658
33678
33851
33890
34001
34054
34200
34226
34323304.60
168.90
242.90
149.40
403.63
174.40
421.92
284.80
175.50
160.70
309.29
266.10
182.92
210.44
54.23
273.00
149.62
193.30
230.50
200.10
215.31
375.15
254.30
840.08
303.91
290.45
264.90
275.36
333.55
184.00
337.25
181.50
214.00
389.92
327.72
387.25
184.80
384.05
383.53
321.38
195.75
275.23
393.50

EMPLOYEE NAME — REGION

VOUCHER
NUMBER

VOUCHER
AMOUNT

Kush, Beverly

- .

34418	390.97
34505	395.93
34597	182.10
40100	445.54
40162	350.38
40239	522.49
40352	350.34
40538	279.15
40651	227.00
40707	353.98
40928	361.43
41014	50.16
41015	291.98
41066	222.29
41218	362.05
41261	353.52
41408	292.61
41524	292.93
41681	273.73
42246	241.48
42270	239.99
42453	371.98
42755	270.68
42938	240.38
44014	143.98
44461	195.70
44835	155.72

Kyte, Lawrence

12376	207.30
20236	141.75
20427	215.95
20927	262.39
22071	196.00
22578	349.65
22741	329.00
22990	117.96
23055	212.10
23229	232.40
23303	323.43
23308	167.50
23526	349.88
23546	523.68
23680	604.81
23830	247.32
23858	468.25
30053	705.38
30347	156.15

<u>EMPLOYEE NAME — REGION</u>	<u>VOUCHER NUMBER</u>	<u>VOUCHER AMOUNT</u>
Kyte, Lawrence	30551	177.88
	30637	216.70
	30760	304.16
- .	30806	224.35
	30966	216.75
	32511	190.84
	33908	215.30
	34569	251.38
	40087	278.40
	42527	347.09
	42953	314.51
	43675	89.53
	44412	304.47
	44876	21.38
Ostrodka, Steve	44015	132.00
Payne, David	44438	369.30
Radcliffe, Michelle	23433	336.84
Rekar, Pamela	22073	208.30
	22740	308.62
	23246	354.21
	23307	155.75
	23525	286.10
	30636	184.30
	30838	185.90
Schaefer, Robert	22574	194.06
Sedwick, Helen	23247	336.74
	23430	194.50
Vanderlaan, Gregory	22475	152.85
	22749	335.10
	23215	258.50
	30308	181.50
	30525	248.21
	32150	223.96
	34558	402.90
	42756	269.50

TOTAL EPA REGIONAL TRAVEL

\$39,946.11

DOCUMENTATION: Regional Travel Summary as of August 6, 1984

TOTAL EPA TRAVEL

\$51,890.44

COST SUMMARY

REM CONTRACT

CONTRACTOR:

CONTRACT NO:

PROJECT OFFICER: Nancy Willis

DATES OF WORK: July 1983 - April 1984

SUMMARY OF WORK: Remedial Enforcement Support; Remedial Investigation/
Feasibility Study

TOTAL CONTRACTOR COST: \$106,171.67

DOCUMENTATION: FMD SPUR Report Dated June 30, 1984;
Copies of Applicable Paid Invoices and Treasury
Schedules

Voucher Number	Voucher Amount	Voucher Date	Treasury Schedule Number and Date
11	\$710,612.93	9/9/83	7014 - 10/14/83
12	\$632,019.55	10/12/83	7055 - 11/14/83
13	\$810,491.19	11/14/83	7096 - 12/9/93
14	\$959,748.51	12/15/83	7170 - 2/3/84
15	\$736,708.51	1/13/84	7180 - 2/16/84
16	\$2,267,864.09	2/14/84	7228 - 3/16/84
17	\$2,675,862.08	3/13/84	7266 - 4/10/84
18	\$2,562,929.21	4/12/84	7318 - 5/8/84
19	\$2,748,326.71	5/14/84	7373 - 6/12/84

REM CONTRACT

CONTRACTOR:

CONTRACT NUMBER:

PROJECT OFFICER: Nancy Willis

DATES OF WORK: July 1983 - April 1984

SUMMARY OF WORK: Community Relations Plan

TOTAL CONTRACTOR COST: \$1,081.15

DOCUMENTATION: Copies of Paid Invoices and Treasury Schedules

Voucher Number	Voucher Amount	Voucher Date	Treasury Schedule Number and Date
19	\$2,748,326.71	5/14/84	7373 - 6/12/84

REM CONTRACT

CONTRACTOR:

CONTRACT NO:

PROJECT OFFICER: Nancy Willis

DATES OF WORK: January 1983 - September 1983

SUMMARY OF WORK: Remedial Action Master Plan (RAMP)

TOTAL CONTRACTOR COST: \$2,700.54

DOCUMENTATION: Copies of Applicable Paid Invoices and Treasury Schedules

<u>Voucher Number</u>	<u>Voucher Amount</u>	<u>Voucher Date</u>	<u>Treasury Schedule Number and Date</u>
5	\$1,390,834.00	3/15/83	7427 - 4/13/83
6	\$1,400,297.64	4/15/83	7495 - 5/18/83
7	\$514,696.70	5/17/83	7529 - 6/14/83
8	\$536,483.25	6/15/83	7571 - 7/19/83
9	\$595,664.64	7/13/83	7623 - 8/10/83
10-5	\$779,789.39	8/9/83	7696 - 9/21/83
11-5	\$740,612.93	9/9/83	7014 - 10/14/83
12-5	\$632,019.55	10/12/83	7055 - 11/14/83

COST SUMMARY

REM CONTRACT

CONTRACTOR:

CONTRACT NO:

DATES OF WORK: August 82 - June 83

SUMMARY OF WORK: Remedial Action Master Plans (RAMPs)

TOTAL CONTRACTOR COST: \$15,131.26

<u>INVOICE NUMBER</u>	<u>INVOICE AMOUNT</u>	<u>INVOICE DATE</u>	<u>TREASURY NUMBER</u>	<u>TREASURY DATE</u>
14	155,012.29	9/9/82	27193	10/29/82
15	132,742.75	10/4/82	27400	11/30/82
16	227,133.43	11/8/82	27593	12/17/82
17	179,183.70	12/6/82	27884	1/19/83
18	209,948.96	1/17/83	271228	2/28/83
19	61,990.76	2/4/83	01357	4/1/83
20	47,932.58	3/7/83	01462	4/21/83
21	27,299.91	4/8/83	01657	6/6/83
22	9,803.64	5/10/83	01709	6/20/83
23	9,866.31	6/7/83	227562	7/19/83
24	52,814.88	7/18/83	07652	8/26/83
25	716.66	8/8/83	07689	9/16/83

DOCUMENTATION: Copies of Applicable Paid Vouchers and Treasury Schedules

COST SUMMARY

FIT CONTRACT

CONTRACTOR:

CONTRACT NO:

DATES OF WORK: January 6, 1983 - August 1, 1983

SUMMARY OF WORK: Provide assistance and oversight in conjunction with
and during privately financed clean-up at site.

TOTAL CONTRACTOR COST: \$420,794.22

DOCUMENTATION: Contractor Cost Summary
Copies of Applicable Paid Invoices and Treasury Schedules

10/22/84

OSWER # 9832.4

REM CONTRACT —

VOUCHERS

<u>VOUCHER NO.</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT*</u>	<u>TREASURY NO. AND DATE</u>	
4	2/15/83	1,103,951.00	7353	3/15/83
5	3/15/83	1,397,056.00	7427	4/13/83
6 - .	4/15/83	1,400,297.04	7495	5/18/83
	4/15/83	215,325.09	7495	5/18/83
7	5/6/83	100,301.00	7515	6/6/83
7	5/17/83	514,696.70	7529	6/14/83
7	7/7/83	326,921.28	7605	8/4/83
8	5/12/83	41,799.08	7522	6/8/83
8	7/27/83	301,457.06	7641	8/22/83
8	6/15/83	536,483.25	7571	7/19/83
9	7/13/83	1,896,609.69	7623	8/10/83
9	7/13/84	329,523.15	7623	8/10/83
9	7/13/83	595,664.64	7623	8/10/83
10	8/9/83	320,452.68	7666	9/8/83
10	9/9/83	806,210.55	7696	9/21/83
11	9/9/83	510,833.30	7012	1/13/83
11	9/9/83	744,198.52	7014	10/14/83

*NOTE: Vouchers are not paid site specific; they are paid lump sum to individual contractors for work performed during a certain period of time.

COST SUMMARY

OSWER # 9832.4

FIT CONTRACT

CONTRACTOR:

CONTRACT NO:

DATES OF WORK: May 30, 1980 - December 10, 1982

SUMMARY OF WORK: Provide assistance to Region in obtaining a complete scope of work for clean up; perform work originally scheduled for subcontractor; determine complete cost estimate for clean up; identification of generators responsible for and the nature and quantity of chemical wastes now at the site; organize, collate and summarize data; give analytical breakdown of FIT report on generators utilizing the site; prepare a generator cost estimate for removal and disposal of waste at the site; compare records which were found at the site with those furnished by the generators; review site files to verify quantities of material shipped by various generators; review ground waste study proposals for the site; determine the extent of soil contamination and location of buried materials by utilizing geophysical and soil boring techniques; assist in preparation of information being sent to generators as part of the enforcement action for the site; perform winterization of the surface water treatment system.

TOTAL CONTRACTOR COST:

\$212,813.16

DOCUMENTATION: Contractor Cost Summary

Copies of Applicable Paid Invoices and Treasury Schedules

FIT CONTRACT -

- VOUCHERS

<u>VOUCHER NO.</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT*</u>	<u>TREASURY NO. AND DATE</u>	
9	6/11/80	394,503.00	7273	6/16/80
10	6/24/80	348,863.00	7287	6/25/80
11	7/8/80	488,487.00	7299	7/11/80
12	7/22/80	562,609.00	7316	7/24/80
13	7/22/80	87,000.00	7316	7/24/80
14	8/6/80	484,609.00	7336	8/13/80
15	8/20/80	469,252.00	7347	8/25/80
16	9/5/80	502,283.00	7359	9/8/80
17	9/18/80	310,443.00	7379	9/23/80
22	10/28/80	473,821.00	7031	11/04/80
21	10/21/80	10,620.00	7018	10/23/80
20	10/21/80	562,291.00	7018	10/23/80
19	10/14/80	342,026.00	7018	10/23/80
18	10/3/80	340,403.00	7008	10/7/80
23	10/18/80	122,488.00	7044	11/18/80
25	11/26/80	391,925.00	7055	12/2/80
27	12/22/80	280,322.00	7083	1/9/81
26	12/9/80	390,741.00	7066	12/15/80
28	1/5/81	322,216.00	7083	1/9/81
30	2/2/81	493,213.00	7136	2/18/81
38	3/30/81	524,213.00	7207	4/2/81
37	3/18/81	439,330.00	7207	4/2/81
36	3/18/81	3,051.00	7207	4/2/81
34	3/2/81	151,849.00	7158	3/6/84
33	3/2/81	437,891.10	7158	3/6/81
32	3/2/81	15,813.00	7158	3/6/81
42	4/27/81	366,725.00	7266	5/6/81
41	4/27/81	454,122.00	7266	5/6/81
40	4/27/81	303,773.90	7266	5/6/81
39	4/7/81	147,035.00	7220	4/9/81
44	5/27/81	395,757.00	7300	6/1/81
43	5/11/81	477,270.00	7278	5/14/81
46	6/22/81	379,437.00	7344	7/1/81
45	6/8/81	467,851.00	7323	6/16/81
49	7/30/81	164,308.00	7416	8/11/81
48	7/20/81	464,492.00	7418	8/12/81
47	7/9/81	438,666.00	7403	8/3/81
51	8/21/81	410,397.00	7443	8/25/81
50	8/5/81	421,354.00	7423	8/14/81
54	9/29/81	364,636.00	7076	11/3/81
53	9/16/81	359,953.00	7034	10/6/81
52	9/1/81	377,975.00	7021	10/1/81

*NOTE: Vouchers are not paid site specific; they are paid lump sum payments to an individual contractor for work performed during that period of time.

-2-

FIT CONTRACT -

) VOUCHERS CONTINUED

58	10/27/81	438,294.03	7076	11/3/81
57	10/27/81	61,414.45	7076	11/3/81
56 - .	10/14/81	396,213.00	7076	11/3/81
55	10/5/81	567,596.00	7076	11/3/81
59	11/11/81	454,656.00	7131	12/8/81
60	11/23/81	341,249.00	7182	1/13/82
62	12/21/81	549,640.00	7204	2/3/82
61	12/8/81	465,916.00	7182	1/13/82
65	1/19/82	529,988.00	7262	3/4/82
64	1/12/82	237,386.00	7254	3/2/82
63	1/11/82	365,825.00	7325	3/11/82
67	2/16/82	523,916.00	7290	3/17/82
66	2/3/82	458,819.00	7290	3/17/82
71	3/30/82	454,585.00	7457	6/2/82
70	3/16/82	529,771.00	7338	4/13/82
69	3/9/82	183,855.00	7336	4/9/82
68	3/3/82	526,452.00	7320	4/2/82
75	4/27/82	623,477.00	7445	5/19/82
74	4/15/82	71,111.00	7426	5/14/82
73	4/13/82	566,002.00	7414	5/11/82
72	4/6/82	148,220.00	7387	5/3/82
76	5/12/82	509,382.00	7467	6/9/82
77	5/26/82	444,487.00	7515	6/24/82
80	6/22/82	586,112.00	7553	7/14/82
79	6/18/82	15,602.00	7553	7/14/82
84	7/21/82	446,201.00	7624	8/18/82
81	7/7/82	34,512.00	7586	8/2/82
82	7/7/82	148,220.00	7586	8/2/82
83	7/7/82	550,425.00	7586	8/2/82
85	8/4/82	673,909.00	7651	9/1/82
86	8/19/82	469,978.00	7682	9/15/82
91	9/28/82	598,722.00	7051	10/21/82
90	9/24/82	141,737.00	7051	10/21/82
88	9/1/82	508,473.00	7700	9/21/82
89	9/16/82	425,279.00	7042	10/15/82
94	10/26/82	472,725.00	7139	11/22/82
92	10/1/82	148,220.00	7051	10/21/82
97	11/23/82	467,486.00	7212	12/28/82
95	11/9/82	722,473.00	7188	12/15/82
98	12/7/82	373,919.00	7222	1/7/83
99	12/21/82	640,037.00	7250	1/17/83

COST SUMMARY

TAT CONTRACT

CONTRACTOR:

CONTRACT NO:

DATES OF WORK: April 1980 to September 1982

SUMMARY OF WORK: Assist in obtaining liquid samples; identify containers by label; maintain logs; identify dangerous materials; evaluate direction of ground water flow; sample bulk storage tanks; assist OSC in labeling, packaging and shipping ground water samples; assist OSC in resupplying carbon filter on site and return equipment to EDO; accompany various company representatives on site to insure compliance with site safety plans; determine type and size of treatment system that will treat run off from site; assist in monitoring the installation of the waste water treatment system on site; prepare a complete listing of generators; dates wastes were received on site, location of wastes and types of wastes.

TOTAL CONTRACTOR COST: \$47,560.11

DOCUMENTATION: Contractor Cost Summary
Copies of Applicable Paid Invoices and Treasury Schedules

10/22/84

oswer # 9832.4

TAT CONTRACT -

) VOUCHERS

<u>VOUCHER NO.</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT*</u>	<u>TREASURY NO. AND DATE</u>	
26	5/30/80	108,763.00	7258	6/4/80
25	5/14/80	159,552.00	7237	5/15/80
28 - •	6/24/80	133,815.00	7311	7/21/80
27	6/11/80	164,264.00	7276	6/18/80
29	6/24/80	36,669.00	7311	7/21/80
29	7/8/80	131,115.00	7299	7/11/80
31	7/8/80	262,222.00	7342	8/21/80
33	8/20/80	132,805.00	7359	9/8/30
32	8/6/80	214,630.00	7359	9/8/80
34	8/25/80	32,036.00	7359	9/8/80
35	9/5/80	117,569.00	7359	9/8/80
36	9/18/80	110,278.00	7379	9/23/80
38	10/14/80	128,723.00	7031	11/04/80
37	10/3/80	99,817.00	7021	10/24/80
40	10/21/80	10,936.70	7045	11/18/80
41	10/28/80	166,475.00	7045	11/18/80
42	11/11/80	166,852.00	7045	11/18/80
43	11/26/80	142,456.00	7063	12/12/80
45	12/9/80	104,291.00	7060	7/12/81
44	12/2/80	66,871.00	7072	12/24/80
46	12/22/80	112,166.00	7082	1/13/81
48	1/19/81	123,652.00	7128	2/81
47	1/5/81	98,717.00	7101	2/23/81
49	2/2/81	165,630.00	7144	3/2/81
50	2/17/81	149,245.00	7186	3/19/81
52	3/2/81	171,381.00	7191	3/23/81
53	3/2/81	69,964.00	7191	3/23/81
54	3/18/81	118,873.00	7707	4/2/81
55	3/30/81	150,155.00	7207	4/2/81
56	3/27/81	2,454.00	7253	4/1/81
51	3/2/81	7,704.00	7191	4/23/81
58	4/27/81	116,745.00	7293	5/22/81
57	4/13/81	131,541.00	7262	5/5/81
61	5/26/81	115,910.00	7336	6/24/81
64	6/22/81	124,746.00	7364	7/14/81
63	6/8/81	125,268.00	7364	7/14/84
62	6/8/81	62,372.00	7364	7/14/81
66	7/20/81	109,331.00	7418	8/12/81
65	7/9/81	130,857.00	7403	8/3/81
67	8/5/81	132,947.00	7423	9/14/81
68	8/19/81	58,903.00	7443	9/25/81
69	8/21/84	146,415.00	7443	9/25/81
71	9/16/81	141,406.00	7034	10/6/81
70	9/1/81	104,401.00	7022	10/1/81

*NOTE: Vouchers are not paid site specific; they are paid lump sum payments to an individual contractor for work performed during that period of time.

TAT -

VOUCHERS CONTINUED

72	9/29/81	128,963.00	7076	11/3/81
74	10/5/81	344,422.00	7076	11/3/81
76	10/27/81	203,384.00	7076	11/3/81
73	10/5/81	22,108.00	7076	11/3/81
78	11/23/81	235,030.00	7182	1/13/82
77	11/10/81	257,030.00	7131	2/2/82
81	12/21/81	232,501.00	7204	2/3/82
79	12/8/81	60,773.00	7182	1/13/82
80	12/8/81	254,402.00	7182	1/13/82
82	1/5/82	169,172.00	7252	2/11/82
83	1/19/82	277,092.00	7231	2/15/82
84	2/1/82	289,555.00	7270	3/8/82
85	2/16/82	344,129.00	7290	3/17/82
88	3/19/82	64,230.00	7362	4/20/82
87	3/16/82	685,342.00	7338	4/13/82
86	3/3/82	274,258.00	7336	4/9/82
91	4/27/82	335,501.00	7442	5/19/82
92	4/28/82	255.00	7414	5/14/82
90	4/13/82	354,947.00	7414	5/11/82
93	5/12/82	283,331.00	7467	6/9/82
94	5/26/82	249,818.00	7506	6/25/82
96	6/17/82	200,146.00	7544	7/12/82
97	6/22/82	318,658.00	7553	7/14/82
98	7/7/82	271,767.00	7586	8/2/82
99	7/21/82	266,989.00	7610	8/13/82
104	9/24/82	203,471.00	7062	10/22/82

COST SUMMARY

OSC LET CONTRACT

CONTRACTOR:

CONTRACT NO:

DATES OF WORK: August 1982

SUMMARY OF WORK: Place aggregate in filter tanks; install back flush and influent lines, sump pumps; interconnecting piping, install carbon and pea gravel move tank; fabricate and install under drain, place pea gravel.

<u>INVOICE NUMBER</u>	<u>INVOICE AMOUNT</u>	<u>TREASURY NUMBER AND DATE</u>
8252	\$11,999.26 less 5% = \$11,399.30	7014 10/14/82
8252	5% returned (final) = 539.21	7197 2/28/82
<hr/>		
TOTAL CONTRACTOR COST:		\$11,938.51

DOCUMENTATION: FMD SPUR Report,, dated June 30, 1984
Copiesd of Applicable Paid Invoices and Treasury Schedules

COST SUMMARY

OVERFLIGHTS

CONTRACTOR: Environmental Monitoring Systems Laboratory

PROJECT NO: AMD 83039

SUMMARY OF WORK: Aerial photography and analysis support

TOTAL CONTRACTOR COST: \$10,980.00

DOCUMENTATION: Contractor Cost Summary, dated 4/2/84

COST SUMMARY

INTERAGENCY AGREEMENTS

AGENCY: Department of Justice

IAG NO: AD15F2A090

SUMMARY OF WORK:

n Litigation

<u>VOUCHER NUMBER</u>	<u>VOUCHER AMOUNT</u>	<u>DATES OF SERVICE</u>	<u>IAG VOUCHER AMOUNT</u>
2R00517	\$ 241,739.82	1st Qtr. FY 82	\$ 1,861.48
		2nd Qtr. FY 82	465.37
2R00362	383,571.85	3rd Qtr. FY 82	11,066.81
3R00103	439,786.81	4th Qtr. FY 82	69,663.70
3R00471	102,594.87	4th Qtr. FY 82	10,945.41
	191,586.60	Oct./Nov. 1982	16,044.21
TOTAL IAG COST:			<u>\$110,046.98</u>

DOCUMENTATION: FMD SPUR Report, dated June 30, 1984
Copies of Applicable Vouchers of Withdrawal

APPENDIX F
INFORMATION COVERED BY THE PRIVACY ACT

INFORMATION COVERED BY THE PRIVACY ACT

The following list identifies those types of personal information that must be redacted before cost documentation may be produced during discovery or at trial. It must be noted that this list is not all-inclusive. Because of the widely varying types of invoices, vouchers, forms and other documents that will be produced, there may be other types of information, not identified here, that are entitled to be withheld from disclosure.

- ° Social Security Numbers
- ° Credit card numbers
- ° Type of credit card (as indicated on either the card imprint, on the pre-printed form, or hand written)
- ° Home address
- ° Home telephone number
- ° All non-business calls (place and number called, time, amount, and bill total) on personal telephone bill
- ° Drivers license number
- ° Comments on travel voucher such as "Stayed with Relatives"
- ° Annual and sick leave balances
- ° Timecard or timesheet comments
- ° Coded information on front of timecard

In addition, as noted in the text, all information relating to sites other than the one for which the documentation is to be produced should be redacted. This typically involves only timesheets, timecards and travel vouchers.

APPENDIX G

SAMPLE STIPULATION/PROTECTIVE ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF _____

UNITES STATES OF AMERICA,

Plaintiff,

v.

Defendants

Civil Action No.

STIPULATION AND PROTECTIVE ORDER

Plaintiff United States of America and defendants
_____ have hereby stipulated that discovery in this
case will necessarily involve production of confidential
commercial and financial information. In view of this
stipulation, the Court finds that good cause exists for issuance
of a protective order. Upon consideration of the joint motion
for such an order filed by these parties, and pursuant to Rule
26(c), Federal Rules of Civil Procedure, IT IS HEREBY ORDERED:

- 2 -

1. The United States may designate as "confidential material" all or any part of: (i) its answers to interrogatories; (ii) transcripts of depositions of its officers, directors, employees, agents, and representatives; (iii) documents produced by it; and (iv) any other discovery or disclosure made by it in this litigation. The United States of America will make that designation only after a bona fide determination that the material contains "confidential information." As used in this order, the term "confidential information" means proprietary technical or commercial information designated as such by a party producing such information, and constituting trade secrets, confidential know-how, proprietary information, and the like, which relates to a product or products or a commercial operation used or proposed to be used, or which relates to or contains financial, research or commercial information generated by said party.

2. The designation of confidential material shall be made in accordance with Paragraph 3 of this order, shall occur prior to, or contemporaneously with, the production or disclosure of that material or information, and shall be binding upon all parties subject to Paragraph 9 of this Stipulation and Protective Order.

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3. Any document, any written statement, and any transcript, copy, excerpt, synopsis, summary or note pertaining to any such document or statement, or to any oral statement, which contains confidential information shall be stamped conspicuously with the word "CONFIDENTIAL" prior to production. A party producing "CONFIDENTIAL" documents will segregate the documents as to which confidentiality is claimed, provide a list of said documents, or otherwise "flag" the documents so that other parties are notified of the claims. The designation and transmittal of confidential material shall be made by letter from the plaintiff properly indicating that those documents which are confidential are subject to this Protective Order.

4. Any party may object to matter marked "CONFIDENTIAL" by the United States and may apply to the Court for an order removing such confidentiality at any time following production of the document or thing in question, provided, however: (i) the party making such application shall comply with [applicable local rule, if any] in connection therewith; and (ii) nothing in this paragraph shall alter the burden of proof which otherwise would apply to a determination whether the particular claim of confidentiality is justified. Material or information claimed

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to be confidential that is subject to a dispute as to whether it is in fact confidential material or information shall, until further order of the Court, be treated as confidential in accordance with the provisions of this Stipulation and Protective Order.

5. Material or information designated confidential under this Stipulation and Protective Order shall not be used or disclosed by any party for business or competitive purposes, or for any purpose whatsoever other than for the preparation for, and trial of, this action and any appeal therein.

6. Counsel for the party who obtains material or information designated confidential under this Stipulation and Protective Order from the United States of America, or counsel for any other party or any person or entity not a party, shall not disclose or permit disclosure of this material or information to any other person or entity, including without limitation any officer, director, employee, agent, or representative of the party who obtained disclosure, except in the following circumstances:

a. Disclosure may be made to employees of counsel who have a direct functional responsibility for the preparation and trial of this action or any appeal therein. Any employee to whom disclosure is made shall be advised of, and become

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subject to, the provisions of this Stipulation and Protective Order requiring that the material and information be held in confidence. A list of such employees must be furnished to counsel for the party asserting confidentiality five (5) business days before disclosure is made. Counsel for a party includes in-house counsel. Employees do not include persons, firms or corporations engaged by counsel on a contract basis, who shall be subject to the requirements of Paragraphs 6(b) and 6(c) of this Stipulation and Protective Order.

b. Disclosure may be made to consultants or experts ("Expert(s)") employed by a party or counsel to a party to assist counsel in the preparation and trial of this litigation. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Stipulation and Protective Order by executing the Confidentiality Agreement annexed hereto as Exhibit A ("Agreement"), and he must be identified in writing to counsel for the party asserting confidentiality not less than ten (10) business days before disclosure is made to the Expert. Identification of the expert shall include the expert's name, business address, telephone number and the name(s) of companies for which he is currently employed and by whom he may have been employed for the period of one year prior to his disclosure. A copy of each executed Agreement shall be furnished not less than five (5) business days prior to disclosure to

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the Expert to counsel for the party claiming confidentiality under this Stipulation and Protective Order. If counsel for the party asserting confidentiality objects to disclosure to any Expert, then disclosure shall not then be made. Any dispute in connection with disclosure of material or information claimed to be confidential shall be presented to the Court for determination.

c. In connection with any proceeding in this action, disclosure may be made to witnessess who are officers, directors, employees, agents, representatives, or Experts to the party who designated the material or information as confidential. With respect to any other person who is a witness or Expert witness, disclosure shall not be made unless and until that person agrees to be bound by the terms of this Stipulation and Protective Order by executing the Agreement described in subparagraph (b) above, and that person is identified in writing to counsel for the party asserting confidentiality not less than ten (10) business days before disclosure is made to the witness or Expert witness prior to the date set for the proceeding. Identification shall include that information outlined in Paragraph 6(b) of this Stipulation and Protective Order. If counsel for the party asserting confidentiality objects to disclosure to any person who is a witness or Expert witness, then disclosure

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shall not be made. Any dispute in connection with disclosure of material or information claimed to be confidential shall be presented to the Court for determination.

7. Counsel for any party who obtains material or information designated confidential under this Stipulation and Protective Order from any other party, counsel to any other party, or any person or entity not a party shall keep that material or information within its exclusive possession and control and shall immediately place the material and information in a secure and segregated facility. Except as provided in Paragraph 6 above, no person shall have access to the foregoing facility.

8. Each party, counsel for each party, and any person, witness, Expert, or entity not a party to this action who obtains access to material or information designated confidential under this Stipulation and Protective Order shall not make copies, duplicates, extracts, summaries, or descriptions of the material or information or any portion thereof.

9. All depositions of persons with knowledge of cost documentation and EPA contractor costs in this action shall be held in the presence only of the deponent, officers of the Court, including the reporter, representatives designated by the Plaintiff, and persons described in Paragraph 6, above.

10. To the extent that any answers to interrogatories, exhibits, transcripts of depositions, responses to requests for

admission, or any other papers filed or to be filed with the Court reveal, may reveal, tend to reveal, or may tend to reveal any information claimed to be confidential by any other party, counsel to any other party, or any person or entity not a party, such documents shall be filed in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption of this litigation, an indication of the nature of the contents of such sealed envelope or other container, the word "CONFIDENTIAL", and a statement substantially in the following form:

"This envelope, containing documents which are filed in this case by _____, ("the producing party") is not to be opened and the contents are not to be displayed or revealed except by order of the Court or consent of the producing party."

In additional, counsel for the party asserting confidentiality should be so informed no less than ten (10) business days before the date set for trial, motion, or other proceeding. Upon the request of the party or counsel for the party claiming confidentiality, the evidence shall be submitted in camera and shall be sealed, and any proceeding involving disclosure of the evidence shall be held in camera.

11. Notwithstanding anything to the contrary, the plaintiff is free to exhibit material or information designated as confidential by that party to any person or entity not

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subject to the protective procedures set forth in this Stipulation and Protective Order, and such exhibition shall not result in a waiver of the claimed confidentiality.

12. Upon final termination of this action, whether by judgment, settlement, or otherwise:

a. Counsel of record for each party, person, and entity who obtained material or information claimed to be confidential shall assemble and return to the party, person, and entity or their counsel who disclosed the material or information and claimed confidentiality therefor, all materials in his or its possession or subject to his or its control that reveal, may reveal, tend to reveal, or may tend to reveal confidential materials or information, except that all such materials constituting the work product of counsel of record shall be immediately destroyed; and

b. The Clerk of the Court shall maintain in perpetuity under seal all papers filed under seal with the Court, including, without limitation, transcripts of deposition answers to interrogatories, responses to requests for admission, motion papers, memoranda of law, documents, and exhibits as to which material or information a claim of confidentiality was made.

CONFIDENTIALITY AGREEMENT

The undersigned is currently working at _____, which is located at _____. During the past year the undersigned has been employed by the following companies located at the corresponding addresses:

The undersigned hereby acknowledges that he (she) has read the foregoing Stipulation and Protective Order executed by the attorneys of record for the parties of the action presently pending in the U.S. District Court for the District of _____, entitled United States v. _____, understands the terms thereof, and agrees, upon threat of penalty of contempt, to be bound by such terms. The undersigned understands that documents which have been designated as confidential are likely to cause substantial harm to the applicable business' competitive position if disclosed or handled in any manner other than that expressly directed by the Stipulation and Protective Order. Among other responsibilities, the undersigned shall keep the material within his/her exclusive possession, place the material in a secure and segregated facility, shall not make copies, duplicates, extracts, summaries, or descriptions of the material or information or any portion thereof, shall not disclose the information to persons other than those specifically authorized by the protective order,

and shall not use or disclose it for business or competitive purposes. The undersigned understands that the pledge of secrecy under this agreement continues after the lawsuit is over, and extends to confidential information disclosed in the future as well as to confidential information already disclosed to the undersigned. Furthermore, the undersigned understands that a breach of this Stipulation and Protective Order may constitute contempt of court and may result in damage to the competitive position of one or more private entities which may subject him (her) and/or his (her) employee to civil claims for damages by these entities.

Date: _____

Signed: _____

OSWER # 9832.4

APPENDIX H

MODEL CONFIDENTIAL BUSINESS INFORMATION LETTER

Contractor
Address
City, State, Zip Code

Re: Disclosure of Contractor Information in the case of
U.S. v. _____,
CERCLA Section 107 Cost Recovery Action

Dear Sir or Madam:

As you know, the United States Government, through the Environmental Protection Agency, has contracted with your firm to undertake certain activities to assist in hazardous waste site cleanup under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA). The United States has commenced the above-referenced action against liable parties seeking reimbursement of all expenses incurred and to be incurred by the government and its contractors for work done at the _____ site.

To prove the costs incurred in cleaning up the site, however, it is necessary to disclose certain documents during the course of litigating CERCLA cost recovery actions. In particular, all contractor documents in the possession of the U.S. EPA might be required to be disclosed, including, but not limited to:

- (1) Paid processed invoices;
- (2) Timesheets, timecards and other payroll expense information;

- 2 -

- (3) Travel expense receipts;
- (4) Equipment expense receipts;
- (5) Summaries of hours, costs per hours, overhead costs and subcontractor costs;
- (6) Technical Directive Documents (TDDs) and TDD Acknowledgements of completion (TDD-AOCs).

It is our understanding that certain information contained in the documents noted above has been claimed as confidential by your company under 40 C.F.R. Part 2.

The purpose of this letter is to give you an opportunity to comment on our plan to make these documents available to the defendants and the court, and to request your consent to that release.

To protect the information, you have provided us, the United States proposes the following procedures. Once a request for production of documents is received that may require confidential business information to be disclosed, we will contact counsel for the party requesting the documents to determine if an agreement can be reached in which the documents are released under the terms of a stipulation and protective order. The stipulation and protective order will guarantee that the documents will only be disclosed to certain persons or parties for certain limited purposes and will require that those persons or parties agree to sign a confidentiality agreement. A copy of the stipulation and protective order we propose to use is attached for your review.

- 3 -

Once the order is entered and counsel for the party requesting the information has executed the appropriate confidentiality agreements, the information will be produced.

You will be notified when the documents are produced.

In the event that the requesting party declines to agree to production under the terms of a protective order, the United States will either redact all confidential business information and produce the documents or decline to produce the documents altogether. In either case, the United States will be prepared to submit memoranda to the court opposing production unless under the terms of a protective order.

The Agency recognizes your need to keep certain information confidential. We hope that this strategy will satisfy your concerns.

Sincerely,

OSWER # 9832.4

APPENDIX I

EXAMPLE MOTION FOR PROTECTIVE ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF _____

UNITES STATES OF AMERICA,

Plaintiff,

v.

Defendants

Civil Action No. _____

JOINT MOTION OF PLAINTIFF, UNITED STATES OF AMERICA
AND DEFENDANT _____ FOR A PROTECTIVE ORDER

Plaintiff United States of America ("the Government") and
defendant _____ hereby move the Court to
enter a protective order in this case, pursuant to Rule 26(c),
Federal Rules of Civil Procedure. A Stipulation and Protective
Order is attached.

Discovery in this case will necessarily involve production
by the United States of financial information prepared and
submitted to it by its contractors. Those contractors would
be irreparably damaged by routine disclosure of this confidential
material and, accordingly, all parties urge the court to allow
the United States to impose the safeguards embodied in the
stipulation and proposed protective order.

Administration of the provisions of the Stipulation and Protective Order will be handled primarily by the parties and should involve little, if any, Court time. The proposed order contemplates an initial good faith designation of confidentiality by the United States. In the event that one or more defendants object to the claim of confidentiality of particular information, the Court will be asked to review the information in camera and make a determination regarding production. If there is no objection, however, the Court need not be involved at all. The United States does not intend to indiscriminately mark every document confidential and will exercise its best judgment and put forth substantial efforts to minimize discovery disputes.

A protective order such as that urged by this motion will enable the United States to respond fully to the Defendant's discovery requests and, at the same time, ensure that confidential competitive and financial information will not be disseminated in a manner inconsistent with the EPA contractors' business interests or with the proper administration of justice.

WHEREFORE, the Government and the Defendant's respectfully request the Court to sustain this motion and to enter the Stipulation and Protective order attached.

Respectfully submitted,

- 3 -

[Name]
United States Attorney

By: _____

[Name]
Assistant U.S. Attorney
[Address]

ATTORNEY FOR PLAINTIFF

By: _____

[Name]
[Address]

ATTORNEY FOR DEFENDANT

APPENDIX J

DELEGATION OF AUTHORITY FOR DEMAND LETTERS



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR , 8 1984

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

MEMORANDUM

SUBJECT: Delegation of Authority to Issue Demand Letters

FROM: *Gene A. Lucero (for)*
Gene A. Lucero, Director
Office of Waste Programs Enforcement

TO: Regional Administrators, Regions I - X
Directors, Air & Waste Management Division
Regions III, IV, VI, VII, VIII, X
Directors, Waste Management Division
Regions I, V
Director, Office of Emergency and Remedial Response
Region II
Director, Toxics and Waste Management Division
Region IX
Directors, Environmental Services Division
Regions I - X
Regional Counsel, Regions I - X

Purpose

This memorandum formally transfers the authority to issue demand letters for recovering costs of CERCLA response actions from the Director, Office of Waste Programs Enforcement to the Regional Administrators.

Background

Where CERCLA funds are expended the Agency will attempt to recover response costs from the party or parties who are liable under section 107 of CERCLA. The first formal step in recovering Trust Fund expenditures is the issuance of a demand letter from EPA to the responsible party or parties for payment of response costs. Up to now, the Regional Office has been responsible for preparing the demand letter and sending it through the Office of Waste Programs Enforcement for signature and issuance by the Director. Now that Headquarters has provided guidance and held workshops on cost recovery actions, the necessity of Headquarters' role in the issuance of demand letters has declined.

Policy

Effective immediately, Regional Administrators have authority to issue demand letters in CERCLA 107 Cost Recovery cases. No

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review or advance concurrence from EPA Headquarters will be necessary. Regional Administrators may further delegate authority for issuance of demand letters to the appropriate Regional Division Director.

Demand letters may be issued after all appropriate documentation on and accurate summaries of removal costs are available (See Chapter 5 of Draft Cost Documentation Procedures Manual, September 1983) and generally should be issued before the Cost Recovery case is referred to EPA Headquarters.

EPA Headquarters will not accept a Cost Recovery referral package that does not include a copy of the demand letter and response. Headquarters will make exceptions to this policy only for Cost Recovery cases that are referred to Headquarters prior to April 1, 1984 or cases for which the Region provides a statement with the referral package explaining why a demand letter was not issued. If the case is then referred to the Department of Justice for litigation, DOJ will ordinarily issue a demand letter before filing the case.

Procedures for preparing and issuing demand letters are contained in the following EPA guidance documents: "Guidance on Pursuing Cost Recovery Actions under CERCLA" (August 1983, pp. 20-30) and "Cost Documentation for CERCLA 107 Efforts" (September 1983, p. 8).

cc: William N. Hedeman, OERR
Kirk P. Sniff, OECM
Lisa K. Friedman, OGC
Glenn Unterberger, OLEP

MEMORANDUM

SUBJECT: First Mailing of Directives System Backlog

FROM: Sherry Fielding *Sherry*

TO: Regional Directives Coordinators

Enclosed in the two packages is the first mailing of the backlog of documents for the OSWER Directives System. The 24 documents which are included in this mailing are all for either Superfund or RCRA enforcement.

The numbers and titles are as follows:

Package #1

9832.1	Cost Recovery Actions Under CERCLA
9835.1	Participation of PRPs in Development of RI/FS
9835.2	Guidance on Drafting Consent Decrees in Hazardous Waste Cases
9836.0	Interim Guidance on Community Relations in Enforcement
9836.1	Community Relations Activities at Superfund Enforcement Sites
9837.0	RCRA/CERCLA Case Management Handbook
9840.0	FY 1986 SCAP
9840.1	FY 1986 SCAP Passback
9850.1	Endangerment Assessment Handbook
9883.1	Issuance of A.O.s for Immediate Removal Actions

Package # 2

9831.1	CERCLA Funding of State Oversight of PRPs
9831.1-a	Draft Addendum to 9831.1
9831.2	Reporting and Exchange of Information on State Enforcement Actions at NPL Sites
9831.3	EPA-State Relationship in Enforcement Actions for Sites on the NPL
9831.4	Funding of State Enforcement Related Activities
9831.5	Authority to Use CERCLA to Provide Enforcement Funding Assistance to States
9832.0	Cost Recovery Referrals
9832.2	Coordination of EPA/State Actions in Cost Recovery
9833.0	Guidance on Use and Issuance of A.O.s Under S. 106
9834.0	Releasing Identities of PRPs in Response to FOIA Requests
9834.1	Guidance on Issuance of Notice Letters
9834.2	Timely Issuance of RP Searches, Issuance of Notice Letters, and Releases of Information
9835.0	Interim CERCLA Settlement Policy
9840.2	Final FY 86 SCAP Instruction

If you have any questions, please give me a call at FTS 382-4483.