



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

Certified Mail  
Return Receipt Requested

March 20, 2008

Jeff Schaeberle, Environmental Services Coordinator  
Quebecor World Atglen  
4581 Lower Valley Road  
Atglen, PA 19310-0504

Re: Notice of Termination of Orders  
Quebecor Printing Atglen Inc.  
Atglen, PA

RCRA Administrative Order by Consent  
Docket No. RCRA-3-014<sup>TH</sup>  
and  
RCRA Administrative Order by Consent  
Docket No. RCRA-3-003IH

Dear Mr. Schaeberle:

Based on a review of the Corrective Measures Completion Report, Quebecor World Atglen Division (Report), dated 12/28/07, EPA concurs that cleanup of contamination at the Quebecor Atglen facility is complete, in accordance with requirements of the referenced Orders. The Report was submitted by Denise N. Good, GES, on 12/28/07, and was certified as *true, accurate, and complete* by Stephen F. Eggleston, on March 14, 2008 (Report date given as 12/27/07 rather than 12/28/07). Confirmation sampling confirms that the cleanup activities achieved the *Media Cleanup Standards* specified in the EPA Final Decision for remediation of the site (see pages 8 and 9 of the Final Decision, dated 6/16/97).

Enclosed are two Notifications of Order Termination for the referenced orders.

Please call the project manager, Maureen Essentier, at 215-814-3416, if you have any questions regarding these notices.

Sincerely,  
  
Paul Gotthold,  
PA Operations Branch  
Waste & Chemicals Management Division

cc: Michele Bolduc, Esq., Quebecor World, Inc. – with Enclosures  
Charles Whisman, P.E., GES – w/o Enclosures  
Stephan Sindling, ECP, PADEP SE Regional Office – with Enclosures  
James Wentzel, P.E., WMP, PADEP SE Regional Office – with Enclosures

Enclosures (2)



### Notification of Order Termination with List of Surviving Obligations

Consistent with the requirements of Administrative Order Docket No. RCRA-3-014th ("Order"), issued to Quebecor Printing Atglen Inc. ("Respondent") on or about February 27, 1998, Respondent has demonstrated to the satisfaction of EPA, that the terms of the Order have been satisfactorily completed consistent with the requirements of Section XXVII, Termination and Satisfaction.

As specifically stated in Section XXVII of the Order, this notice does not terminate Respondent's obligation to comply with any continuing obligations, including but not limited to Record Preservation, Reservation of Rights and Applicable Laws. The provisions with continuing obligations are contained in the Attachment to this Notice.





Attachment to  
Notification of Order Termination with List of Surviving Obligations

Continuing Obligations for Administrative Order Docket No. RCRA-3-014TH

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information when it is submitted to EPA, it may be made available to the public by EPA without further notice to Respondent. Respondent shall not assert any confidentiality claim with regard to any physical, sampling, monitoring, or analytical data.

4. In the event that Respondent asserts a privilege with regard to any document which EPA wishes to inspect or copy pursuant to this Consent Order, Respondent shall identify the document, the privilege claimed and the basis therefore in writing. For the purposes of this Consent Order, privileged documents are those documents exempt from discovery in litigation under the Federal Rules of Civil Procedure and Evidence. Respondent shall not assert as privileged analytical, sampling and monitoring data.

5. Nothing in this Consent Order shall be interpreted as limiting or affecting the Respondent's right to preserve the confidentiality of attorney work product or attorney-client communications.

#### XIV. RECORD PRESERVATION

1. Respondent agrees that it shall preserve, during the pendency of this Consent Order and for a minimum of six (6) years after its termination, all data, records and documents ("records") in its possession or in the possession of its divisions, officers, directors, employees, agents, contractors, successors, and assigns which relate in any way to this Consent Order. After such six (6) year period, Respondent shall provide EPA with written notification of its intention to destroy any such record. Such written notification shall: (a) describe each such record, (b) indicate the nature of any privilege, as defined in Section XIII (Sampling and Data/Document Availability), Respondent wishes to assert for each such record and the basis for such assertion, and (c) indicate the location of each such record.

2. Respondent shall provide EPA with a reasonable opportunity to inspect, copy and/or take possession of ("access") any record Respondent intends to destroy. Within sixty (60) days of receipt of Respondent's written notification, EPA shall use its best efforts to notify Respondent of any EPA intent to access any such record identified by Respondent's notification. Upon receipt of EPA's notification, Respondent shall: (a) notify EPA, in writing, within ten (10) days of receipt of such notice from EPA, of its intention to grant or deny EPA access to any such record, and (b) preserve the record for a reasonable period of time, under no circumstances less than ninety (90) days from the date EPA receives notice of such intent to grant or deny access. If Respondent notifies EPA that it intends to deny EPA access to such record, and EPA fails to take judicial or administrative action to obtain access to such record during this

ninety (90) day period, Respondent may destroy the record. If EPA initiates judicial or administrative action to obtain access to such record within such ninety (90) day period, Respondent shall not destroy such record until thirty (30) days after issuance of a final, non-appealable decision or order, issued by an administrative body or court of competent jurisdiction, denying EPA access to such record.

3. Nothing in this Section XIV shall be construed to authorize Respondent to alter or destroy any document where such alteration or destruction is prohibited by law or judicial or administrative order. Nothing in this Section XIV shall in any way limit whatever authority EPA may have under RCRA, CERCLA or any other law, or under this Consent Order, to obtain information from Respondent or any other person.

#### XV. PROJECT COORDINATORS

1. EPA hereby designates Maureen Essenthier as the EPA Project Coordinator. On or before the effective date of this Consent Order, the Respondent shall designate a Project Coordinator.

2. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent possible, all communications between Respondent and EPA, and all documents (including, but not limited to, reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be directed through the Project Coordinators.

3. In discharging their responsibilities, the Project Coordinators shall, whenever possible, coordinate their efforts. The Project Coordinators shall attempt to resolve disputes informally through good faith discussions of the issues.

4. EPA and the Respondent shall each have the right to change their respective Project Coordinator(s). Each party agrees to provide written notice to the other party within seven (7) working days of a change in their respective Project Coordinator(s).

5. The absence of the EPA Project Coordinator from the Facility shall not be cause for the delay or stoppage of work.

#### XVI. NOTIFICATION

Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices, or other submissions relating

Consent Order. Such events do not include increased costs of performance; changed economic circumstances; or failure to obtain any federal, state, or local permit unless Respondent can demonstrate, in addition to the foregoing, that it has exercised its best efforts to obtain such permit, including the submission of a complete and timely application for such permit.

2. Respondent shall notify EPA, in writing, within seven (7) working days after it becomes aware of any event which causes or may cause a delay in complying with any requirement of this Consent Order or prevents compliance in the manner required by this Consent Order and any event which Respondent claims constitutes a force majeure. Such notice shall estimate the anticipated length of delay, including necessary demobilization and remobilization, its cause, measures taken or to be taken to prevent or minimize the delay, and an estimated timetable for implementation of this measure. Failure to comply with the notice provision of this Section XIX shall constitute a waiver of Respondent's right to assert a force majeure claim with respect to such event.

3. If EPA determines that the failure to comply or the delay in complying with a requirement of this Consent Order has been or will be caused by a force majeure event, the time for performance of the affected requirement may be extended, by agreement of the parties, for a period equal to the delay resulting from such event. This shall be accomplished through an amendment to this Consent Order pursuant to Section XXV ("SUBSEQUENT MODIFICATION"). Such an extension shall not alter the schedule for performance or completion of any other tasks required by this Consent Order, unless such schedule for performance or completion is explicitly modified by amendment of the Consent Order. In the event that EPA and Respondent cannot reach agreement, in accordance with Section XXV ("Subsequent Modification"), that any noncompliance or delay in compliance has been or will be caused by a force majeure event, or if there is no agreement on the length of the extension of time for compliance, Respondent may invoke the dispute resolution procedures set forth in Section XVIII "Dispute Resolution".

4. The suspension of any work at the Facility at the direction of the EPA Project Coordinator shall constitute a force majeure unless such suspension is due in whole or in part to an act or omission of the Respondent, its employees, officers or representatives.

## XX. RESERVATION OF RIGHTS

1. Except as provided in Section XXI ("Covenant Not To Sue"), EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by

Respondent pursuant to this Consent Order and to request that Respondent perform tasks in addition to those stated in this Consent Order, Attachments A-E hereto, and any Workplan submitted hereunder.

2. Except as provided in Section XXI ("COVENANT NOT TO SUE"), EPA hereby reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, including any which may pertain to Respondent's failure to comply with any of the requirements of this Consent Order, including, without limitation, the assessment of penalties under Section 7003(b) of RCRA, 42 U.S.C. Section 6973(b). Except as provided in Section XXI ("COVENANT NOT TO SUE"), this Consent Order shall not be construed as a covenant not to sue, or as a release, waiver or limitation of any rights, remedies, powers and/or authorities, civil or criminal, which EPA has under RCRA or any other statutory, regulatory or common law authority of the United States.

3. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligation to comply with RCRA or any other applicable local, state, or federal laws and regulations.

4. Except as provided in Section XXI ("COVENANT NOT TO SUE"), the signing of this Consent Order and Respondent's consent to comply shall not limit or otherwise preclude the EPA from taking additional enforcement action pursuant to Section 7003(a) of RCRA, 42 U.S.C. Section 6973(a), should EPA determine that such actions are warranted.

5. This Consent Order is not intended to be, nor shall it be construed as, a permit. This Consent Order does not relieve Respondent of any obligation to obtain and comply with any local, state, or federal permit.

6. Except as provided in Section XXI ("Covenant Not To Sue"), EPA reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and response/corrective actions it deems necessary to protect public health and the environment. To the extent practicable, before doing so, EPA will provide reasonable notice to Respondent. EPA further reserves any right it may have under any of its statutory or regulatory authorities, including, but not limited to, its rights under RCRA and CERCLA. This reservation of rights specifically includes the rights EPA has under CERCLA to undertake removal actions or remedial actions at the Facility. In any event, EPA reserves its right to seek reimbursement from Respondent for such costs incurred by the United States. Notwithstanding compliance with the terms of this Consent Order, Respondent is not released from liability, if any, for the costs of any response, corrective, removal, remedial, or

other actions properly taken by EPA.

7. If EPA determines that Respondent's activities, whether or not in compliance with this Consent Order, have caused or may cause a release or threatened release of hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants, which threaten or may pose a threat to the public health or welfare or to the environment, EPA reserves the right to direct Respondent to stop further implementation of this Consent Order for such period of time as may be needed to abate any such release or threatened release and/or to undertake any action which EPA determines is necessary to abate such release or threatened release.

8. Except as otherwise provided herein, Respondent expressly reserves any and all rights it may have to oppose claims and actions by EPA, the Commonwealth of Pennsylvania, or any other person or government agency, and reserves any claims or defenses it may have against EPA, the Commonwealth of Pennsylvania or any person or government agency related to the matters covered by this Consent Order.

#### XXI. COVENANT NOT TO SUE

From the effective date of this Consent Order and for as long as Respondent is in compliance with the terms herein and any modifications hereto, EPA agrees not to sue or take any action under RCRA against the Respondent, its assigns, and successors in interest for any work required under the terms of this Consent Order, except for any proceeding pursuant to this Consent Order to enforce its terms or collect any applicable penalties.

#### XXII. FINANCIAL RESPONSIBILITY

1. Within thirty (30) calendar days after receipt of EPA approval of the Final CMI Design Report, Respondent shall submit to EPA for approval an assurance of its financial ability ("Financial Assurance") to meet the final cost estimate as set forth in the Final CMI Design Report for the Corrective Measures, including both capital and operation and maintenance costs ("Final Cost Estimate"). Respondent's Financial Assurance shall be in one (or a combination of) the following forms:

- (a) A surety bond guaranteeing performance of the Corrective Measures;
- (b) One or more letters of credit equaling the Final Cost Estimate;
- (c) A trust agreement establishing a trust fund equaling

notification of such EPA determination. This revision shall reflect any changes in the total number of years to perform the CMI and any changes in the estimated costs for each year of the CMI.

5. If Respondent determines at any time that it is unable, or reasonably expects that it will be unable, to maintain the Financial Assurance provided pursuant to this Section, Respondent shall obtain and submit to EPA for approval one (or a combination of) the other forms of Financial Assurance listed in Paragraph 1 of this Section within thirty (30) calendar days of the earlier of (1) the event that causes such inability, or (2) receipt of information that gives rise to the reasonable expectation of such inability.

6. If EPA determines at any time that the Financial Assurance provided pursuant to this Section is inadequate, Respondent shall, within thirty (30) calendar days of its receipt of notification of such determination, obtain and present to EPA for approval one (or a combination of) the other forms of Financial Assurance listed in paragraph 1 of this Section.

7. Respondent's inability to demonstrate financial ability to meet the Final Cost Estimate for the Corrective Measures shall not excuse performance of any activities required under this Order.

#### XXIII. OTHER CLAIMS

Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any solid wastes and/or hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Facility.

#### XXIV. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations. This Consent Order does not relieve Respondent of any duty to obtain any federal, state or local permits needed to carry out its terms.

Notification of Order Termination with List of Surviving Obligations

Consistent with the requirements of Administrative Order Docket No. RCRA-3-003IH ("Order"), issued to Quebecor Printing Atglen Inc. ("Respondent") on or about March 21, 1991, Respondent has demonstrated to the satisfaction of EPA, that the terms of the Order have been satisfactorily completed consistent with the requirements of Section XXVII, Termination and Satisfaction.

As specifically stated in Section XXVII of the Order, this notice does not terminate Respondent's obligation to comply with any continuing obligations, including but not limited to Record Preservation, Reservation of Rights and Applicable Laws. The provisions with continuing obligations are contained in the Attachment to this Notice.



Attachment to  
Notification of Order Termination with List of Surviving Obligations

Continuing Obligations for Administrative Order Docket No. RCRA-3-003IH



~~under the Federal Rules of Civil Procedure and Evidence. Respondent shall not assert as privileged analytical, sampling and monitoring data.~~

~~5. Nothing in this Consent Order shall be interpreted as limiting or affecting the Respondent's right to preserve the confidentiality of attorney work product or attorney-client communications.~~

#### **XIV. RECORD PRESERVATION**

Respondent agrees that it shall preserve, during the pendency of this Consent Order and for a minimum of six (6) years after its termination, all data, records and documents ("record") in its possession or in the possession of its divisions, officers, directors, employees, agents, contractors, successors, and assigns which relate in any way to this Consent Order. After such six (6) year period, Respondent shall provide EPA with written notification of its intention to destroy any such record. Such written notification shall: (a) describe each such record, (b) indicate the nature of any privilege, as defined in Section XIII (Sampling and Data/Document Availability); Respondent wishes to assert for each such record and the basis for such assertion, and (c) indicate the location of each such record.

Respondent shall provide EPA with a reasonable opportunity to inspect, copy and/or take possession of ("access") any record Respondent intends to destroy. Within thirty (30) days of receipt of Respondent's written notification of intent to destroy, EPA shall notify Respondent of any intent to access any such record identified by such notification. Upon receipt of such notice by EPA, Respondent shall: (a) notify EPA, in writing, within ten (10) days of receipt of such notice from EPA, of its intention to grant or deny EPA access to any such record, and (b) preserve the record for a reasonable period of time, under no circumstances less than ninety (90) days from the date EPA receives notice of such intent to grant or deny access. If Respondent notifies EPA that it intends to deny EPA access to such record, and EPA fails to take judicial or administrative action to obtain access to such record during this ninety (90) day period, Respondent may destroy the record. If EPA initiates judicial or administrative action to obtain access to such record within such ninety (90) day period, Respondent shall not destroy such record until thirty (30) days after issuance of a final, non-appealable decision or order, issued by an administrative body or court of competent jurisdiction, denying EPA access to such record.

Nothing in this Section XIV shall be construed to authorize Respondent to alter or destroy any document where such alteration or destruction is prohibited by law or judicial or administrative

order. Nothing in this Section XIV shall in any way limit whatever authority EPA may have under RCRA, CERCLA or any other law, or under this Consent Order, to obtain information from Respondent or any other person.

#### **XV. PROJECT COORDINATORS**

1. EPA hereby designates Desiree Golub as the EPA Project Coordinator. On or before the effective date of this Consent Order, the Respondent shall designate a Project Coordinator.

2. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent possible, all communications between Respondent and EPA, and all documents (including, but not limited to, reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be directed through the Project Coordinators.

3. In discharging their responsibilities, the Project Coordinators shall, whenever possible, coordinate their efforts. The Project Coordinators shall attempt to resolve disputes informally through good faith discussions of the issues.

4. EPA and the Respondent shall each have the right to change their respective Project Coordinator(s). Each party agrees to provide written notice to the other party within seven (7) working days of a change in their respective Project Coordinator(s).

5. The absence of the EPA Project Coordinator from the Facility shall not be cause for the delay or stoppage of work.

#### **XVI. NOTIFICATION**

Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices, or other submissions relating to or required under this Consent Order shall be in writing and shall be sent as follows:

1. Copies of all documents to be submitted to the EPA shall be sent to:

Desiree Golub (3HW61)  
U.S. EPA Region III  
841 Chestnut Building  
Philadelphia, PA 19107

Respondent's right to assert a force majeure claim with respect to such event.

3. If EPA determines that the failure to comply or the delay in complying with a requirement of this Consent Order has been or will be caused by a force majeure event, the time for performance of the affected requirement may be extended, by agreement of the parties, for a period equal to the delay resulting from such event. This shall be accomplished through an amendment to this Consent Order pursuant to Section XXV ("Subsequent Modification"). Such an extension shall not alter the schedule for performance or completion of any other tasks required by this Consent Order, unless such schedule for performance or completion is explicitly modified by amendment of the Consent Order. In the event that EPA and Respondent cannot reach agreement, in accordance with Section XXV ("Subsequent Modification"), that any noncompliance or delay in compliance has been or will be caused by a force majeure event, or if there is no agreement on the length of the extension of time for compliance, Respondent may invoke the dispute resolution procedures set forth in Section XVIII ("Dispute Resolution").

4. The suspension of any work at the Facility at the direction of the EPA Project Coordinator shall constitute a force majeure unless such suspension is due in whole or in part to an act or omission of the Respondent.

#### IX. RESERVATION OF RIGHTS

1. Except as provided in Section XXI ("Covenant Not To Sue"), EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by Respondent pursuant to this Consent Order and to request that Respondent perform tasks in addition to those stated in this Consent Order, Attachments A-C hereto, and any Workplan submitted hereunder.

2. Except as provided in Section XXI ("Covenant Not To Sue"), EPA hereby reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, including any which may pertain to Respondent's failure to comply with any of the requirements of this Consent Order, including, without limitation, the assessment of penalties under Section 7003(b) of RCRA, 42 U.S.C. Section 6973(b). Except as provided in Section XXI ("Covenant Not To Sue"), this Consent Order shall not be construed as a covenant not to sue, or as a release, waiver or limitation of any rights, remedies, powers and/or authorities, civil or criminal, which EPA has under RCRA or any other statutory, regulatory or common law authority of the United States.

3. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligation to comply with RCRA or any other applicable local, state, or federal laws and regulations.

4. Except as provided in Section XXI ("Covenant Not To Sue"), the signing of this Consent Order and Respondent's consent to comply shall not limit or otherwise preclude the EPA from taking additional enforcement action pursuant to Section 7003(a) of RCRA, 42 U.S.C. Section 6973(a), should EPA determine that such actions are warranted.

5. This Consent Order is not intended to be, nor shall it be construed as, a permit. This Consent Order does not relieve Respondent of any obligation to obtain and comply with any local, state, or federal permit.

6. Except as provided in Section XXI ("Covenant Not To Sue"), EPA reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and response/corrective actions it deems necessary to protect public health and the environment. To the extent practicable, before doing so, however, EPA will provide reasonable notice to Respondent. EPA further reserves any right it may have under any of its statutory or regulatory authorities, including, but not limited to, its rights under RCRA and CERCLA. This reservation of rights specifically includes the rights EPA has under CERCLA to undertake removal actions or remedial actions at the Facility. In any event, EPA reserves its right to seek reimbursement from Respondent for such costs incurred by the United States. Notwithstanding compliance with the terms of this Consent Order, Respondent is not released from liability, if any, for the costs of any response, corrective, removal, remedial, or other actions properly taken by EPA.

7. If EPA determines that Respondent's activities, whether or not in compliance with this Consent Order, have caused or may cause a release or threatened release of hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants, which threaten or may pose a threat to the public health or welfare or to the environment, EPA reserves the right to direct Respondent to stop further implementation of this Consent Order for such period of time as may be needed to abate any such release or threatened release and/or to undertake any action which EPA determines is necessary to abate such release or threatened release.

8. Except as otherwise provided herein, Respondent expressly reserves any and all rights it may have to oppose claims and actions by EPA, the Commonwealth of Pennsylvania, or any other person or government agency, and reserves any claims or defenses it may have against EPA, the Commonwealth of

Pennsylvania or any person or government agency related to the matters covered by this Consent Order.

**XXI. COVENANT NOT TO SUE**

From the effective date of this Consent Order and for as long as Respondent is in compliance with the terms herein and any modifications hereto and except for any proceeding pursuant to this Consent Order to enforce its terms or collect any applicable penalties, EPA agrees not to sue or take any action under RCRA, as amended, against the Respondent, its assigns, and successors in interest, for any work required under the terms of this Consent Order.

**XXII. OTHER CLAIMS**

Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any solid wastes and/or hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Facility.

**XXIII. OTHER APPLICABLE LAWS**

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations. This Consent Order does not relieve Respondent of any duty to obtain any federal, state or local permits needed to carry out its terms.

**XXIV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT**

Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising from or on account of acts or omissions of Respondent or its agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Consent Order. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Respondent or the United States under their various contracts. This

