

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION V

IN THE MATTER OF:

FRANKLIN POWER PRODUCTS, INC.
AMPHENOL CORPORATION
FRANKLIN, INDIANA
IND 044 587 848

)
) ADMINISTRATIVE ORDER ON
) CONSENT
) U.S. EPA DOCKET No.
)
) Proceeding under Section
) 3008(h) of the Resource
) Conservation and Recovery
) Act, as amended,
) 42 U.S.C. Section
) 6928(h)

I. JURISDICTION

This Administrative Order on Consent (Consent Order) is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6928(h). The authority vested in the Administrator has been delegated to the Regional Administrators by EPA Delegation Nos. 8-31 and 8-32 dated April 16, 1985.

This Consent Order is issued to Franklin Power Products, Inc., (Respondent) current owner of the Facility, and Amphenol Corporation (Respondent), owner of record between 1987 and 1989 of the closed manufacturing Facility on Route 12 in Franklin, Indiana, formerly known as the Bendix Connector Operations plant (Facility). Respondents consent to and agree not to contest EPA's jurisdiction to issue this Consent Order and waive any defenses to the validity of this Consent Order.

II. APPLICABILITY

1. This Consent Order shall apply to and be binding upon the Respondents and their officers, directors, employees, agents, successors and assigns.
2. No change in ownership or corporate or partnership status relating to the Facility will in any way alter Respondents'

responsibilities under this Consent Order, unless agreed to by EPA, in writing.

3. Respondents shall give notice to all contractors, subcontractors, laboratories, and consultants, retained to conduct or monitor any portion of the work performed pursuant to this Consent Order, of the existence of this Consent Order and its requirements. Respondents shall require adherence to the provisions of this Consent Order by contract with all such contractors, subcontractors, laboratories and consultants.

4. Respondents shall give notice of this Consent Order to any successor in interest prior to transfer of ownership or operations of the Facility.

III. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA, Franklin Power Products, Inc., and Amphenol Corporation are to evaluate thoroughly the nature and extent of the release of hazardous waste and hazardous constituents and develop plans for implementation of the Corrective Measures program.

IV. NONADMISSION

Nothing in this Consent Order is intended by the parties to be, nor shall it be, either an admission of facts or law, including, without limitation, the statements in the Findings of Facts or Conclusions and Determinations, or, consistent with the terms of this Consent Order, an estoppel or a waiver of defenses by Respondents, with the exception of those defenses relating to jurisdiction. Participation in the RCRA Facility Investigation/Corrective Measures Study (RFI/CMS) by Respondents is not intended by the parties to be, and shall not be, an admission of any fact or opinion developed by the contractor in the completion of the Work Plan nor a waiver or estoppel of any of Respondents' rights to challenge any aspect of the work performed, findings or other determinations made by EPA in or under this Consent Order. The terms of this Consent Order including the Work Plan, shall not be construed more or less favorably for or against any party hereto.

V. FINDINGS OF FACTS

The Regional Administrator has made the following Findings of Fact:

1. Respondent, Amphenol Corporation, is a company which began doing business in the State of Indiana on or about December 19,

1986, and is a person as defined in Section 1004(15) of RCRA, 42 U.S.C. 6903(15), and 329 Indiana Administrative Code (IAC) 3-1-7.

2. Respondent, Franklin Power Products, Inc., is a company which began doing business in the State of Indiana on or about June 2, 1983, and is a person as defined in Section 1004(15) of RCRA, 42 U.S.C. 6903(15), and 329 Indiana Administrative Code (IAC) 3-1-7.

3. The Bendix Corporation acquired the Facility in Franklin, Indiana from Dage Electric, Inc. in 1963, and until 1983, when it ceased production at the plant, was a generator of hazardous waste and an owner/operator of a hazardous waste management Facility located in Franklin, Indiana. Bendix Corporation engaged in storage of hazardous waste at the Facility subject to interim status requirements (329 IAC 3-15-1 through 329 IAC 3-57). Storage of hazardous waste by the Bendix Corporation was conducted through the use and management of containers and tanks.

4. The Bendix Corporation operated its Facility as a hazardous waste management Facility on and after November 19, 1980, the applicable date which renders the Facility subject to the interim status requirements under Sections 3004 and 3005 of RCRA, 42 U.S.C. 6924 and 6925.

5. Pursuant to Section 3010 of RCRA, 42 U.S.C. 6930, the Bendix Corporation notified EPA of its hazardous waste activity. In its notification dated August 18, 1980, the Bendix Corporation identified itself as a generator of hazardous waste and an owner/operator of a treatment/storage/disposal Facility.

6. In its November 19, 1980, Part A application, the Bendix Corporation identified itself as handling the following hazardous waste at the Facility:

U.S. EPA

Waste Number

Hazardous Waste

- | | |
|------|--|
| F001 | The following spent halogenated solvents used in degreasing: tetrachloroethylene, trichloroethane, methylene chloride, 1,1,1-trichloroethane, carbon tetrachloride, and chlorinated fluorocarbons, and sludges from the recovery of these solvents in degreasing operations. |
| F005 | The following spent non-halogenated solvents: toluene, methyl ethyl ketone, carbon disulfide, isobutanol, and pyridine, and the still bottoms from the recovery of these solvents. |

F006

Wastewater treatment sludges from electroplating operations except from the following processes: (1) sulfuric acid anodizing of aluminum; (2) tin plating on carbon steel; (3) zinc plating (segregated basis) on carbon steel; (4) aluminum or zinc aluminum plating on carbon steel; (5) cleaning/stripping associated with tin, zinc, and aluminum plating on carbon steel; and (6) chemical etching and milling of aluminum.

F007

Spent cyanide plating bath solutions from electroplating operations (except for precious metals electroplating spent cyanide plating bath solution).

7. Operations at this 15 acre Franklin, Indiana, Facility, until production ceased in 1983, included degreasing, plating, metal working, and painting. Areas at the Facility known to have contained or stored hazardous materials included:

- a. An above-ground, 500-gallon, 1,1,1-trichloroethane storage tank and drum storage area along the west central side of the building. The storage was removed from the site in 1981.
- b. A chemical container storage room along the southwest side of the building.
- c. One, above-ground, 500-gallon, trichloroethylene and one, 1000-gallon, hydrochloric acid storage tank on the outside of the building within a fenced area west of the plating room. The 1000-gallon hydrochloric acid storage tank has been removed from the site.
- d. A 1000-gallon, in-ground, concrete cyanide overflow vault west of the plating room.
- e. Environmental assessment reports refer to "two 1,000 gallon inground tanks located west of the building believed to contain lapping compounds or mineral spirits," however, the tanks do not appear to be located where indicated on the assessment reports, nor do they appear on Facility blueprints or drawings.

8. In 1983, the Bendix Corporation (including its Franklin, Indiana, facility) was acquired by and became a wholly-owned subsidiary of Allied Corporation. In 1984, the Bendix Corporation and Allied Corporation began an environmental assessment of the property. Analytical data acquired in the assessment indicated a release of hazardous waste constituents from the Facility plating room area to soil and groundwater. The prominent contaminants identified in the groundwater were

tetrachloroethylene, 1,1,1-trichloroethane, and trichloroethylene.

9. Data indicate that an underground storm drain on the Facility property intercepts contaminated groundwater at the Facility. The storm drain discharges into Hurricane Creek.

10. The local water supply is drawn from wells operated by Indiana Cities Water Corporation (ICWC) located approximately 4000 feet northeast, or upgradient, of the Facility. Data indicate that the regional ground-water flow direction is southward; however, the pumpage from ICWC's wells influences the ground-water flow direction in the vicinity of those wells.

11. The Bendix Corporation and Allied Corporation voluntarily took certain investigative and remedial actions at the Facility. In 1985, contaminated soil at the Facility was removed and disposed of at a RCRA permitted landfill, and the Facility sewer line was replaced. Monitor wells were installed at the Facility in 1984, and quarterly samplings and analyses of groundwater for hazardous waste constituents have been conducted. Sampling and analysis of the storm drain water and Hurricane Creek water was also conducted.

12. Amphenol Corporation has also collected data pertaining to the environmental assessment of the property.

13. The Bendix Corporation was merged into Allied Corporation in 1985. Allied, which was a subsidiary of, and was later merged into, Allied-Signal, Inc., incorporated Amphenol Corporation on December 19, 1986, transferred ownership to Amphenol Corporation, and then, on June 2, 1987, sold Amphenol Corporation (including the facility) to LPL Investment Group, Inc. of Wallingford, Connecticut.

14. The Facility was sold by LPL Investment Group, Inc., to Franklin Power Products, Inc. on June 15, 1989.

15. Neither of the Respondents was a generator of hazardous waste at the Facility at any time relevant to this Consent Order.

VI. CONCLUSIONS AND DETERMINATIONS

Based on the Findings of Fact set out above and the administrative record, the Regional Administrator of EPA has made the following conclusions and determinations:

1. Respondents are "persons" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. 6903(15).

2. Respondent, Amphenol Corporation, was the owner of a facility which was operated by its prior owners subject to Section 3005(e) of RCRA, 42 U.S.C. 6925(e).

3. Respondent, Franklin Power Products, Inc., is now the owner of a facility which was operated by its prior owners subject to Section 3005(e) of RCRA, 42 U.S.C. 6925(e).

4. Certain wastes and constituents thereof found at the Facility are hazardous wastes as defined by Section 1004(5) of RCRA, 42 U.S.C. 6903(5). These are also hazardous wastes or hazardous constituents within the meaning of Section 3001 of RCRA, 42 U.S.C. 6921 and 40 CFR Part 261.

5. There is or has been a release of hazardous waste and/or hazardous constituents into the environment from the Facility.

6. The actions required by this Consent Order are necessary to protect human health and the environment.

VII. WORK TO BE PERFORMED

Pursuant to Section 3008(h) of RCRA, 42 U.S.C. 6928(h), Respondents agree and are hereby ordered, to perform the following acts in the manner and by the dates specified herein. All work undertaken pursuant to this Consent Order shall be performed in a manner consistent with, at a minimum, RFI and CMS work plans, RCRA and its substantive implementing regulations, and applicable EPA guidance documents such as the "RCRA Ground-water Monitoring Technical Enforcement Guidance Document" (September 1986). All work to be performed shall be under the direction of a professional engineer or geologist. Respondents shall undertake and complete the following tasks:

1. Interim Measures

- a. Respondents shall, within thirty (30) days of notice from the Indiana Department of Environmental Management (IDEM) of a requirement for a permit under the National Pollutant Discharge Elimination System to discharge through an unnamed storm drain to Hurricane Creek, submit to IDEM, with a copy to EPA, an application for said permit. Treatment of storm drain water may be required for permit issuance.

2. RCRA Facility Investigation

- a. Respondents shall implement the October 1988 RCRA Facility Investigation Work Plan (Quality Assurance Plan excluded) prepared by International Technology Corporation as modified herein. Respondents shall

adhere to all procedures and conditions stated therein except for the conditions stated below. The October 1988 RFI Work Plan and the conditions set forth below are fully incorporated as if and as fully set forth herein.

- (1) WW Engineering and Science, Inc., of Grand Rapids, Michigan shall perform the ~~RFI~~ and ~~CMS~~. Within thirty (30) days of the effective date of this Consent Order, Respondents shall submit to EPA, the names and qualifications of personnel that will be involved in the RFI and CMS. Respondents may choose a laboratory other than International Technology Laboratory to perform the analytical services for the RFI. Respondents shall, within thirty (30) days of the ~~effective~~ date of the Consent Order, submit to EPA a Quality Assurance Project Plan (QAPP) for the RFI pertaining to the laboratory selected by Respondents and which contains the sixteen (16) elements set forth in the "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans", QAMS-005/80, EPA. If necessary EPA will require revisions to the QAPP, and within thirty (30) days of receipt of the revisions, Respondents shall submit a revised QAPP to EPA that incorporates the required revisions.
- (2) Fifteen days prior to initiating the field investigation, Respondents shall submit to EPA a map or an aerial photograph with a scale of one inch equals fifty (50) feet or larger.
- (3) The final RFI report shall incorporate all suitable hydrogeologic data. This data shall be presented in cross sections, fence diagrams or other appropriate illustrations.
- (4) Ground-Water Investigation
 - (a) Well Drilling
 - (i) Proposed monitoring wells may be relocated to avoid obstructions and aerial hazards. Relocations must receive prior approval by EPA's on-site representative.
 - (ii) Prior to drilling deep wells (60 feet depth or more), Respondents may analyze water samples collected from adjacent shallow wells to establish the water quality of the shallow water zone. Respondents shall use appropriate

drilling methods to avoid contamination of the deeper zone. The sampling and analysis for this procedure shall be addressed in the QAPP.

- (iii) Water shall not be added to well bore holes unless prior approval is obtained from EPA's on-site representative.

(b) Sampling and Analysis

- (i) All wells shall be tested in an undisturbed condition for high and low density immiscible contaminant layers.
- (ii) Cyanide and metal analysis shall be performed on ~~un~~filtered samples so as to avoid loss of constituents due to the filtering process. As proposed in the Work Plan, Respondents shall collect duplicate samples from selected wells for cyanide and metal analysis of filtered samples. The comparative data will be evaluated to establish the concentration of these constituents as they represent the mobile contaminant species in groundwater.

(c) Ground-water Contaminant Plume Description

- (i) Respondents shall properly delineate, vertically and horizontally, on-site and off-site if necessary, the ground-water contaminant plume at the Facility. The plume delineation, shall be based on ground-water analytical data, though indirect methods may be used as supplemental data. The contaminant plume shall be delineated to the extent that at the periphery of the plume, concentrations either equal or are below background levels.
- (ii) Respondents shall sample the wells shown in revised Figure 12 of the RFI Work Plan (attached as Exhibit B to this document in accordance with Sections 4.2 and 5.3 of the Work Plan) and analyze the samples for the analytes given in Table 5, except that wells MW 12 and MW 22 shall be analyzed for the analytes of

- Exhibit A of this document. Respondents shall, within thirty (30) days of receipt of analytical results for these samples, submit to EPA a draft report summarizing the results of this initial plume investigation.
- (iii) If the initial sampling and analysis of the wells in Figure 12 does not provide sufficient data to properly delineate the contaminant plume as so defined in Section VII 2.a.(4)(c)(i), Respondents shall, within thirty (30) days of such notification by EPA, submit to EPA a plan proposing the installation of additional wells and additional sampling, so as to properly delineate the contaminant plume. The Plan shall include the number, locations, and depths of the wells and the constituents to be analyzed. Respondents shall, within thirty (30) days of approval of this plan by EPA, implement the plan.

(5) ~~Soil Sampling~~

Bore holes shall be drilled and sampled as stated below. All soil samples shall be analyzed for the analytes given in Table 5 of the October 1988 Work Plan, with the exception that analysis of soil samples collected at the cyanide tank shall include the hazardous substances list for metals.

- (a) Abandoned sanitary sewer line - ~~Four (4)~~ bore holes shall be drilled at the abandoned sanitary sewer line (~~SB6, SB7, MW22, and MW23~~); two samples per bore hole shall be collected.
- (b) Underground cyanide tank - Three samples shall be collected at appropriate depths from ~~two separate~~ bore holes drilled at the bottom of the tank.
- (c) Underground lapping compound tanks - If lapping compound tanks cannot be located, or if it is determined that the tanks were above ground tanks, no sampling is required. Otherwise, ~~two~~ (2) bore holes shall be drilled at the tanks and two samples per bore hole shall be collected.

- (d) RCRA storage area - ~~One~~ sample near the surface shall be collected at the RCRA storage area. This sample maybe collected outside the roofed area.
- (e) Monitoring wells - Two (2) samples shall be collected from each bore hole for proposed monitoring wells, MW 21, MW 24, and MW 25.
- (f) Plating room - ~~Two~~ (2) bore holes near the southwest corner of the plating soon shall be drilled and two (2) samples per bore hole collected.
- (g) Background - Two (2) samples each from ~~two~~ (2) separate bore holes for proposed monitoring wells MW 20 and MW 26 shall be collected for background data.

Bore holes shall be drilled to the water table unless a surface sample is collected or a shallower depth is recommended by the EPA on-site representative. A hardened steel soil sampler may be substituted for a stainless steel sampler. A minimum of 26 soil samples (bore holes for lapping compound tanks excluded) shall be collected and analyzed.

SUMMARY OF BORE HOLES AND SAMPLES

| <u>Area of Interest</u> | <u>Bore Holes</u> <u>mples</u> | <u>Number of Sa-</u> <u>mples</u> |
|--|-----------------------------------|--------------------------------------|
| abandoned sewer line | 4 | 8 |
| cyanide tank | 2 | 3 |
| lapping compound tank (if existence verified) | 2 | 4 |
| monitoring wells (MW21, MW24, and MW25) | 3 | 6 |
| RCRA storage area | 1 | 1 |
| plating room | 2 | 4 |

| | | |
|----------------------------|-------|-------|
| background (MW20 and MW26) | 2 | 4 |
| | <hr/> | <hr/> |
| Total | 16 | 30 |

(6) Surface Water Sampling

- (a) A sample shall be collected from the storm drain just upstream of the discharge point. Only field determination of dissolved oxygen is required at sampling points SW02, SW03, and SW04. Discharge of the storm drain near the discharge point and discharge of Hurricane Creek near the storm drain shall be determined.
- b. Respondents shall commence work on the RFI within twenty (20) days of the effective date of the Consent Order or the approval of the QAPP, whichever comes later, and shall, within two hundred and ten (210) days of the effective date of this Order, or the approval of the QAPP, whichever comes later, submit a draft RFI report which presents the results and conclusions of the RFI. If the additional investigation described in Section VII 2.a.(4)(c) (iii) is required, Respondents shall submit a draft RFI report within (75) seventy-five days of approval of the supplemental plan referred to in Section VIII 2.a.(4)(C)(iii).
- c. Respondents shall submit, according to the schedule stated in item Section VII 2.b., a draft RFI report to EPA. Respondents shall submit a final RFI report within (30) days of receipt of EPA comments on the draft report. EPA shall review the final RFI report and either approve the report, request modifications before granting approval, or disapprove the report. If EPA disapproves the final report, specific reasons for the disapproval as well as recommended revisions shall be provided by EPA to the Respondents. Respondents shall then have fifteen (15) days within which to agree to the recommended revisions, after which time period the report shall be deemed to be disapproved. If the final RFI report is approved, EPA shall transmit written approval to the Respondents by certified mail return receipt requested.

3. Corrective Measures Study

- a. Respondents shall submit, within 45 days of EPA approval of the final RFI report, a workplan for a Corrective Measures Study (CMS), designed to develop and evaluate corrective measure alternatives and to recommend the

final corrective measure or measures for the Facility. The Corrective Measure Study shall achieve the objectives outlined in Attachment I. Attachment I to this Consent Order is incorporated as if fully set forth herein.

- b. Once the workplan is submitted, EPA shall review and either approve the workplan, request modifications to the workplan, or disapprove the workplan. If EPA disapproves the workplan, specific reasons for the disapproval as well as recommended revisions needed to obtain approval shall be provided by EPA to the Respondents. Respondents shall then have fifteen (15) days within which to agree to the recommended revisions, after which time period the workplan shall be deemed to be disapproved. If the workplan is approved, EPA will transmit written approval to the Respondents by certified mail return receipt requested.
- c. Upon approval by EPA, Respondents shall implement the workplan in accordance with the schedules included therein.
- d. Respondents shall submit, within 90 days of EPA approval of the CMS workplan, a draft report which evaluates which corrective action alternatives and corrective measures are recommended for the Facility. Respondents shall submit a final CMS report within thirty (30) days of receipt of EPA and public ~~comment~~ on the draft report. EPA shall review the final CMS report and either approve the report, request modifications before granting approval, or disapprove the report. If EPA disapproves the final report, specific reasons for the disapproval as well as recommended revisions shall be provided by EPA to the Respondents. Respondents shall then have fifteen (15) days within which to agree to the recommended revisions, after which time period the report shall be deemed to be disapproved. If the final CMS report is approved, EPA shall transmit written approval to the Respondents by certified mail return receipt requested. However, final EPA action is dependent on completion of the activities specified in Articles IX and X.

VIII. QUALITY ASSURANCE

Throughout all sample collections and analysis activities, Respondents shall use EPA-approved quality assurance, quality control, and chain-of-custody procedures, which shall be used in the preparation and implementation of the proposed and approved Plans. In addition Respondents shall:

1. Follow the EPA guidance for sampling and analysis contained in the Technical Enforcement Guidance Document (TEGD) September 1986.
2. Consult with EPA while planning for and prior to field sampling and laboratory analysis.
3. Inform the EPA Project Coordinator in advance which laboratories will be used by Respondents and ensure by contract that EPA personnel and EPA-authorized representatives have reasonable access to the laboratories and personnel used for analyses.
4. Insure by contract that laboratories used by Respondents for analyses perform such analyses according to EPA methods (i.e., SW-846) or other methods deemed satisfactory to EPA. If methods other than EPA methods are to be used, Respondents shall submit all protocols to be used for analyses to EPA for approval within sixty (60) days prior to the commencement of analyses.
5. Ensure by contract that laboratories used by Respondents for analyses participate in a quality assurance/quality control program equivalent to that which is followed by EPA. As part of such a program, and upon request by EPA, such laboratories shall perform analyses of a reasonable number of known samples provided by EPA to demonstrate the quality of the analytical data.

IX. PUBLIC COMMENT AND PARTICIPATION

1. Following proposed modification or proposed approval by EPA of a Corrective Measures Study Final Report, EPA shall make the RCRA Facility Investigation Final Report, the Corrective Measure Study Final Report and EPA's justification for selecting a proposed corrective measure available to the public for review and comment for at least thirty (30) days.
2. Following the public review and comment period, EPA shall notify Respondents which alternative corrective measure is selected, if any. If the Corrective Measure proposed and tentatively selected by EPA after review of the Corrective Measure Study Final Report is not the corrective measure approved by EPA after consideration of public comments, EPA shall inform Respondents in writing in detail of the reasons for such decision.
3. Final EPA action shall not be deemed to occur until Respondents are subject to a Final Order directing Respondents to implement the measures in the Corrective Measures Study Final Report, Pursuant to Article X, hereafter, or pursuant to a unilateral order issued by EPA.

X. CORRECTIVE MEASURE IMPLEMENTATION

If Respondents have complied with the terms of this Consent Order, after selection of the corrective measure, EPA shall provide a 45 day period for negotiation of a new administrative order on consent for implementation of the corrective measure. If agreement is not reached during this period, EPA reserves all rights it has to take any appropriate actions under RCRA, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or any other available legal authority.

XI. REPORTING

Beginning with the first full month following the effective date of this Consent Order, Respondents shall provide EPA with written progress reports for each month, by the tenth day of the following month. At a minimum, these progress reports shall: (1) describe the actions which have been taken to achieve compliance with this Consent Order; (2) describe all plans and activities completed during the past month, as well as the actions which are scheduled for the next month; (3) identify any requirements under this Consent Order that were not completed as provided and any problem areas and anticipated problem areas in complying with this Consent Order.

XII. ON-SITE AND OFF-SITE ACCESS

1. For the purpose of ensuring compliance with this Consent Order, EPA and/or any EPA representatives, including EPA contractors, are authorized to enter and freely move about all property at the Facility including, but not limited to times during the Facility's operations and/or when any activity required under this Consent Order is being conducted for the purpose of, inter alia: reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such sampling and tests as EPA or its representative deems necessary; and verifying the reports and data submitted to EPA by the Respondents. EPA may document such entries and inspections by means of a camera, tape-recording or other methods as it deems appropriate, provided that such documentation shall be used only in connection with this Consent Order or as otherwise may be required by law, and shall be made available to Respondents upon written request. The Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Order. Any such person shall comply with all approved health and safety plans, and applicable OSHA personnel standards for access to hazardous wastes sites.

2. To the extent that work required by the Work Plans must be done on property not owned or controlled by Respondents, Respondents will use reasonable efforts to obtain site access agreements from the present owner(s) of such property within 30 days of the effective date of this Consent Order. Reasonable efforts as used in this section shall include, at a minimum, a certified letter from Respondents to the present owners of such property requesting access agreements to permit Respondents and EPA and its authorized representatives access to such property. Any such access agreement shall be incorporated by reference into this Consent Order. In the event that agreements for site access are not obtained within 30 days of the effective date of this Consent Order, Respondents shall notify EPA regarding both the lack of and its failure to obtain such agreements within 10 days thereafter. In the event that EPA obtains access, Respondents shall undertake EPA-approved work on such property. Nothing in this section limits or otherwise affects EPA's right of access and entry pursuant to applicable law, including RCRA and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA).

XIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

1. Respondents shall make available to EPA all results of sampling, tests, or other data generated by or on its behalf with respect to the implementation of this Consent Order. Similarly, EPA will make available to Respondents the results of sampling or tests generated by EPA pursuant to this Consent Order within 30 days after any such results or data pass EPA quality assurance review.
2. Respondents shall notify EPA at least 10 days before conducting any well drilling, installation of equipment, or sampling. At the request of EPA, Respondents shall provide or allow EPA or its authorized representative to take split samples of all samples collected by Respondents pursuant to this Consent Order. Similarly, at the request of Respondents, EPA shall allow Respondents or their authorized representatives to take split or duplicate samples of all samples collected by EPA under this Consent Order. EPA shall notify Respondents at least 20 days before conducting any sampling under this Consent Order.
3. All information and data shall be available to the public except to the extent that it is confidential business information. Disputes over confidentiality shall be resolved pursuant to 40 CFR Part 2. Sampling and testing data shall not be deemed confidential business information by Respondents.

XIV. RECORD PRESERVATION

1. Respondents agree that they shall preserve, during the pendency of this Consent Order and for a minimum of 3 years after its termination, all records and documents in its possession or in the possession of its divisions or employees which relate in any way to this Consent Order or to hazardous waste management and disposal at the Facility. At the conclusion of 3 years, Respondents shall then make such records available to EPA for inspection or EPA's retention or shall provide copies of any such records to EPA at EPA's option.
2. Respondents further agree that within 5 days of the effective date of this Consent Order or of retaining or employing an agent, consultant or contractor, whichever comes first, Respondents will enter into an agreement, to be confirmed in writing within 15 days, with all such agents, consultants and/or contractors whereby each will be required to maintain and preserve during the pendency of this Consent Order and for a minimum of 3 years after its termination, all records and documents within their respective possession which relate in any way to this Consent Order or to hazardous waste management and disposal at the Facility.

XV. PROJECT COORDINATOR

1. On or before the effective date of this Consent Order, EPA and Respondents shall each designate a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. The EPA Project Coordinator will be EPA's designated representative. To the maximum extent possible, all communications between Respondents and EPA, and all documents, 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.
2. The parties agree to provide at least 10 days written notice prior to changing Project Coordinators.
3. The absence of the EPA Project Coordinator from the Facility shall not be cause for the stoppage of work.

XVI. NOTIFICATION

Unless otherwise specified, reports, notices or other submissions required under this Consent Order shall be in writing and shall be sent by certified mail, return receipt requested, or by a recognized courier or delivery service, to:

Franklin Power Products, Inc.
400 Forsythe Street
P.O. Box 667
Franklin, Indiana 46131
Attn: J. Michael Jarvis

Amphenol Corporation
358 Hall Avenue
P.O. Box 384
Wallingford, CT 06492
Attn: Samuel S. Waldo

Thomas E. Linson
Indiana Department of Environmental Management
105 South Meridian Street
Indianapolis, Indiana 46206-6015

William Buller
RCRA Enforcement Branch (5HR-12)
Waste Management Division
U.S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

XVII. DELAY IN PERFORMANCE/STIPULATED PENALTIES

1. Unless subject to the provisions of Section XVIII "Dispute Resolution" or excused under Section XX, "Force Majeure and Excusable Delay," for each day that a work product or task completion called for in the Work Plans is overdue, or for which Respondents fail to submit a report or document or otherwise fail to achieve the requirements of this Consent Order, Respondents shall be subject to payment of the sums set forth below as stipulated penalties, except as provided in paragraph 5 of this Section. Stipulated penalties shall accrue in the following amounts:

- a. For failure to commence work as prescribed in this Consent Order of EPA approved plans and reports: \$100 for first week of delay, and \$500 for each week of delay, thereafter;
- b. For failure to submit any preliminary or final report, at the time required pursuant to this Consent Order: \$100 for the first week of delay, and \$500 for each week of delay thereafter;
- c. For other failure to comply with provisions of this Consent Order after notice by EPA of noncompliance: \$500

per day for the first one to seven days, and \$1000 for each seven-day delay, or part thereof, thereafter.

2. Any stipulated penalties owed as aforesaid shall be due and payable within 10 days after Respondents' receipt of written demand by EPA. Said penalties shall be paid by certified or cashier's check made payable to the Treasurer of the United States, and shall be remitted to:

U.S. Environmental Protection Agency,
Region V
P.O. Box 70753
Chicago, Illinois 60673

Copies of the transmittal of payment shall be sent to the Financial Management Branch, U.S. EPA, Region V, 230 South Dearborn Street, Chicago, Illinois 60604.

3. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of Respondents' failure to comply with any of the requirements of this Consent Order, nor shall payment of said penalties relieve Respondents of the responsibility to comply with this Consent Order.

4. Should Respondents fail to comply with a time requirement of any task required by this Consent Order, the period of noncompliance shall terminate upon Respondents' performance of said requirement.

5. If Respondents dispute the basis for imposition of stipulated penalties, the issue shall be resolved under the Dispute Resolution procedures of Section XIX of this Consent Order. No penalties shall accrue during Dispute Resolution.

XVIII. DISPUTE RESOLUTION

1. If Respondents disagree, in whole or in part, with any EPA disapproval or other decision or directive made by EPA pursuant to this Consent Order, Respondents shall notify EPA in writing of its objections and the basis therefore within 10 business days of receipt of EPA's disapproval, decision or directive. EPA and Respondents shall then have an additional 30 business days from EPA's receipt of Respondents' objections to attempt to resolve the dispute. If agreement is reached, the resolution shall be reduced to writing, signed by representatives of each party and incorporated into this Consent Order.

If the parties are unable to reach agreement within this 30 day period, EPA shall provide a written statement of its decision to Respondents, which shall be incorporated into this Consent Order.

XIX. FORCE MAJEURE AND EXCUSABLE DELAY

1. Respondents shall perform the requirements under this Consent Order within the time limits set forth or approved or established herein, unless the performance is prevented or delayed solely by events which constitute a force majeure. A force majeure is defined as any event arising from causes not reasonably foreseeable and beyond the control of Respondents, including its consultants and contractors, which could not be overcome by due diligence and which delays or prevents performance by a date required by this Consent Order. Such events do not include unanticipated or increased costs of performance, changed economic circumstances, or normal precipitation events.

2. Respondents must notify EPA in writing 10 days after it becomes aware of events which it knows or should know constitute 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 minimize the delay, and an estimated time table for implementation of these measures. Respondents shall adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall be grounds for EPA to deny Respondents an extension of time for performance.

3. If Respondents demonstrate to EPA that the delay has been or will be caused by circumstances not reasonably foreseeable and beyond its control or the control of its consultants and contractors, which could not have been overcome by due diligence, the time for performance for that element of the Work Plan shall be extended for a period mutually agreed to by the parties. This shall be accomplished through written amendment to this Consent Order pursuant to Section XXIV. Such an extension does not alter the schedule for performance or completion of other tasks required by the Work Plan unless these are also specifically altered by amendment of the Consent Order or underlying plan. In the event that EPA and Respondents cannot agree that a delay or failure has been or will have been caused entirely by circumstances not reasonably foreseeable and beyond the control of Respondents and which could not have been overcome by due diligence, or if there is no agreement on the length of the extension, the dispute shall be resolved in accordance with the Dispute Resolution provisions of Section XVIII of this Consent Order.

XX. RESERVATION OF RIGHTS

1. EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by Respondents and to request that Respondents perform tasks in addition to those stated in the Work Plan. Respondents expressly reserve all rights and defenses that each may have, including the right to challenge any EPA disapproval, decision or directive under this Consent Order and to decline any EPA request to perform tasks in addition to those stated in the Work Plan.
2. Compliance by Respondents with the terms of this Consent Order shall not relieve Respondents of their obligations to comply with RCRA or any other applicable local, state, or Federal laws.
3. EPA reserves the right to take any enforcement action pursuant to CERCLA, RCRA, or any other available legal authority. Respondents reserve the right to assert all available defenses to any such enforcement action.
4. EPA reserves the right to avail itself of legal remedies under CERCLA or RCRA, to perform any portion of the work consented to herein or any additional site characterization, corrective measures study, and response/corrective actions as it deems necessary to protect public health or welfare or the environment. Absent an immediate hazard, EPA will not take legal action to perform work consented to herein if Respondents are performing said work in a timely and satisfactory manner. In any event, EPA reserves its right to seek reasonable reimbursement from Respondents for such additional costs incurred by the United States. Notwithstanding compliance with the terms of this Consent Order, Respondents are not released from liability, if any, for the costs of response actions taken by EPA. Respondents reserve the right to contest their liability for any such costs incurred by EPA.

XXI. OTHER CLAIMS AND PARTIES

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 not a signatory to this Consent Order 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 hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Facility.

XXII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the substantive requirements of all applicable local, state, and Federal laws and regulations.

XXIII. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

Respondents agree 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 Respondents or their 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 Respondents or the United States under their various contracts.

XXIV. SUBSEQUENT MODIFICATION

1. The Consent Order may be amended by mutual agreement of EPA and Respondents. Such amendments shall be in writing, shall have as their effective date the date on which they are signed by both parties, and shall be incorporated into this Consent Order.
2. Any reports, plans, specifications, schedules, and attachments required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order. Any noncompliance with such EPA-approved reports, plans, specifications, schedules, and attachments shall be considered a failure to achieve the requirements of this Consent Order and shall subject Respondents to the penalty provisions included in Section XVII of this Consent Order and/or other sanctions.
3. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted to Respondents will be construed as relieving Respondents of their obligation to obtain written approval, if and when required by this Consent Order.

XXV. TERMINATION AND SATISFACTION

The provisions of this Consent Order shall be deemed satisfied upon Respondents' receipt of written notice from EPA that Respondents have demonstrated, to the satisfaction of EPA, that the terms of this Consent Order, including any additional tasks which, subject to the limitations set forth herein, Respondents

have agreed to undertake, have been satisfactorily completed. EPA shall issue such notice after receipt of notice by Respondents that they have completed the requirements of the Consent Order.

ARTICLE IV. GENERAL PROVISIONS

4.1. The Respondent shall comply with all applicable laws, regulations, orders, and decrees of the United States Government, the State of California, and any local government, and shall not violate any such law, regulation, order, or decree. The Respondent shall also comply with all applicable laws, regulations, orders, and decrees of the State of California and any local government, and shall not violate any such law, regulation, order, or decree.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1. The Respondent shall pay the costs of this Consent Order, including the costs of monitoring, testing, and enforcement, and shall also pay the costs of any other actions taken by the State of California or any local government to enforce this Consent Order.

5.2. The Respondent shall provide access to all monitoring, testing, and enforcement data to the State of California and any local government, and shall also provide access to all monitoring, testing, and enforcement data to the State of California and any local government.

5.3. The Respondent shall provide access to all monitoring, testing, and enforcement data to the State of California and any local government, and shall also provide access to all monitoring, testing, and enforcement data to the State of California and any local government.

ARTICLE VI. DEFINITIONS

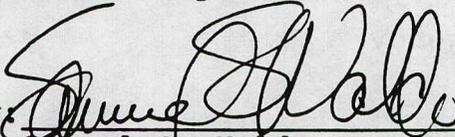
6.1. The definitions of the terms used in this Consent Order shall be those set forth in the definitions section of this Consent Order, and shall also be those set forth in the definitions section of this Consent Order.

SIGNATORIES

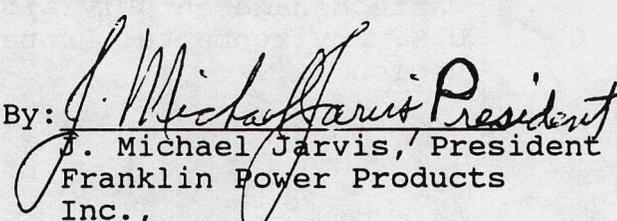
Each undersigned representative of a signatory to this Consent Order certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind such signatory to this document.

Agreed this 3rd day of August, ~~1989~~ ¹⁹⁹⁰

Amphenol Corporation

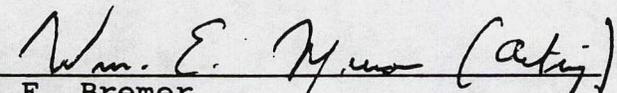
By: 
 Samuel S. Waldo
 Director, Environmental
 Affairs
 Amphenol Corporation

Franklin Power Products, Inc.

By: 
 J. Michael Jarvis, President
 Franklin Power Products
 Inc.,

Respondent

Agreed this 20th day of November, 1990

By: 
 Karl E. Bremer
 Acting Associate Director
 Office of RCRA
 Waste Management Division
 U.S. Environmental Protection Agency
 Region V, Complainant

The above being agreed and consented to, it is so ordered

this 27th day of November, 1990.

By: David A. Ullrich
David A. Ullrich, Acting Director
Waste Management Division
U.S. Environmental Protection Agency
Region V

Franklin Power Products, Inc.
Amphenol Corporation, Inc.
Franklin, Indiana
Administrative Order On Consent
U.S. Environmental Protection Agency
Region V

Exhibit A

The analytical constituent list for Exhibit A shall include all constituents listed in Appendix IX to 40 CFR 264 with the exception of the constituents listed below which may be excluded.

Aldrin
BHC
BHC
BHC
BHC
Chlordane
4,4'-DDD
4,4'-DDE
4,4'-DDT
Dieldrin
Endosulfan I
Endosulfan II
Endosulfan sulfate
Endrin
Endrin aldehyde
Heptachlor
Heptachlor epoxide
Toxaphene

Farm Bureau Property

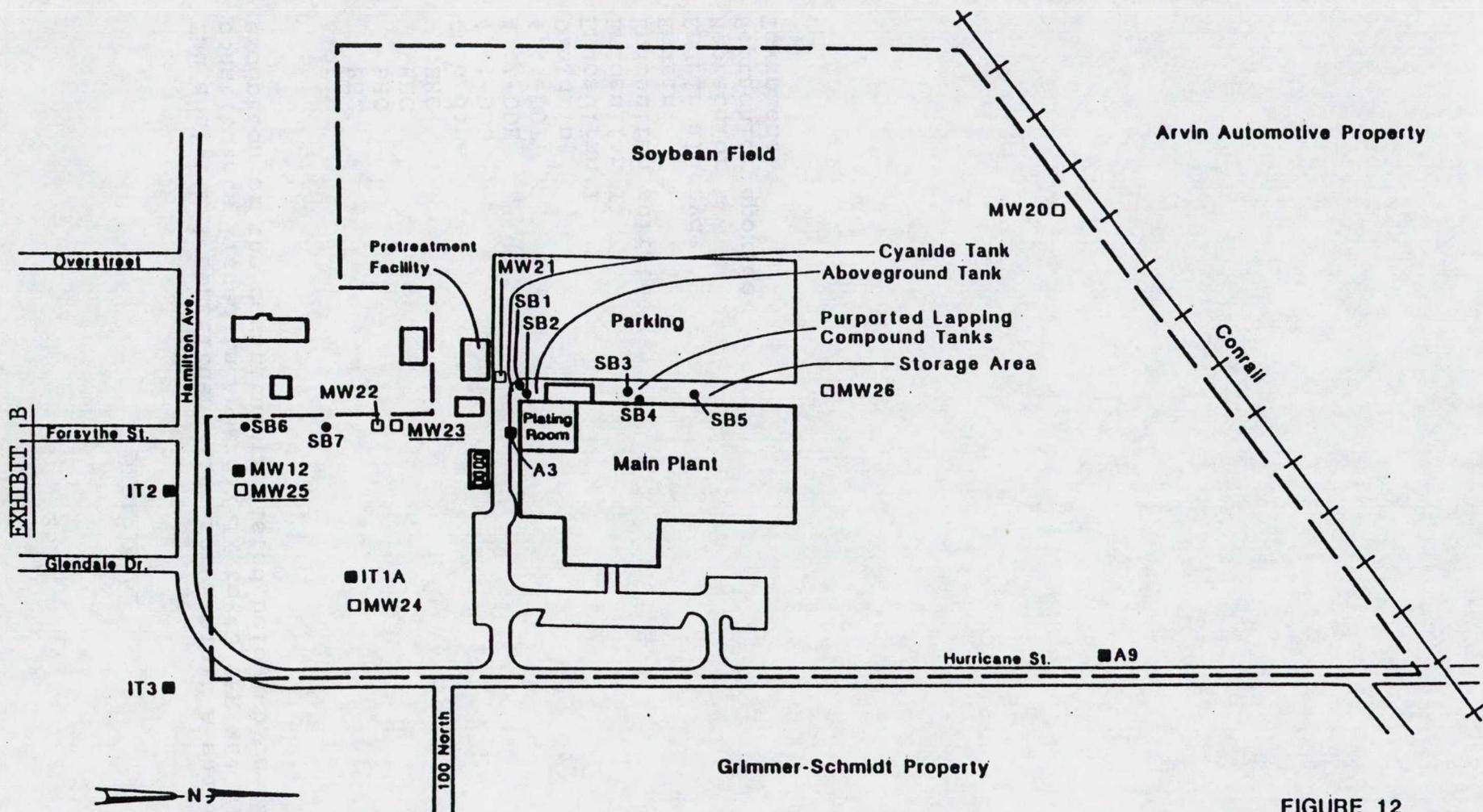


EXHIBIT B

FIGURE 12

PROPOSED SOIL BORING/
MONITORING WELL LOCATIONS

- EXPLANATION**
- Remaining existing well
 - Proposed well
 - Proposed soil boring

Note: Deep well (± 60 feet) designations are underlined. Other wells are shallow (± 20).

WW Engineering & Science
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 Bloomington, Indiana 47404 • (812) 338-0972



a member of Summit Environmental Group, Inc.

Based on information from IT Figure 12, October 1988