

MISSOURI DEPARTMENT OF NATURAL RESOURCES
P.O. Box 176
Jefferson City, Missouri 65102

In the Matter of:)
)
Former TRW Ramsey Facility)
300 Ramsey Street)
Sullivan, Missouri 63080)
)
TRW Automotive U.S. LLC (TRW);)
Sullivan Warehousing, Inc.;)
Sister Property, Inc.; and)
Rokwell Industries, Inc.;)
Ace Manufacturing and Parts Co.;)
Respondents)
) Abatement Order No. 17-HW-P001
Proceeding Under the Missouri)
Hazardous Waste Management Law)
Section 260.410, RSMo)

CORRECTIVE ACTION ABATEMENT ORDER ON CONSENT

TO: TRW Automotive U.S. LLC, 12001 Tech Center Drive, Livonia, MI 48150
Sullivan Warehousing, Inc., Sullivan, Missouri 63080
Sister Property, Inc., Sullivan, Missouri 63080
Rokwell Industries, Inc., Sullivan, Missouri 63080
Ace Manufacturing and Parts Co., Sullivan, Missouri 63080

SECTION I. STATEMENT OF PURPOSE

1. In entering into this Corrective Action Abatement Order on Consent (“Order”), the mutual objective of the Missouri Department of Natural Resources (hereafter the “Department”) and TRW Automotive (US) LLC (“TRW”) is the protection of human health and the environment through the implementation of the final remedy selected by the Agencies to address releases of hazardous constituents from the former TRW Ramsey Facility, as set forth in the Statement of Basis for the Facility, and the Final Remedy Decision dated March 15, 2002, as amended, in accordance with the requirements therein and the provisions set forth in this Order.

SECTION II. PARTIES BOUND

2. This Order shall apply to and be binding upon the Department and TRW, its officers, directors, employees, agents, successors and assigns, heirs, trustees and receivers and anyone acting under or on behalf of TRW. The duty to provide access, notification and execute/record an environmental covenant in the property chain-of-title as specified in this Order shall be binding upon Sister Property, Inc. and Sullivan Warehousing, Inc.
3. TRW shall be responsible and liable for any failure to carry out any activities required to be undertaken by TRW pursuant to this Order, regardless of TRW’s use of employees, agents, contractors or consultants to perform such tasks.
4. The facility subject to this Order is the former TRW Ramsey Facility located at 300 Ramsey Drive, Sullivan, Missouri (the “Facility”). No change in ownership or corporate or partnership status of TRW shall in any way alter TRW’s responsibilities under this Order. Sister Property, Inc. and Sullivan Warehousing, Inc. shall give written notice of this Order and any environmental covenant or other restrictions recorded in the property chain-of-title to any successor in interest prior to transfer of such interest and shall notify the Department in writing no less than thirty (30) days prior to such transfer.
5. TRW shall inform all contractors, laboratories, and consultants that are retained to conduct or monitor any portion of the work performed within fourteen (14) days of the effective date of this Order or the retention of such contractor, whichever is later, and shall condition all such contracts entered into after the effective date of this Order on

compliance with the terms of this Order. TRW shall provide a copy of this Order to such contractors, laboratories, and consultants.

6. Sister Property, Inc. and Sullivan Warehousing, Inc. shall provide access to the Facility to the Department and TRW, its successors and assigns, and their authorized representatives under the terms of this Order as provided in Section X (Access). No change in ownership or corporate or partnership status relating to the Facility shall in any way alter the responsibility of Sister Property, Inc. or Sullivan Warehousing, Inc. under this Order. Sister Property, Inc. or Sullivan Warehousing, Inc. do not admit liability or any finding of fact, determination or conclusion of law, and agreement to this Order shall not constitute or be construed as an admission of liability or an admission of any finding of fact, determination or conclusion of law. Currently, the site is operated by Rokwell Industries, Inc. ("Rokwell"), and Ace Manufacturing and Parts Co. ("Ace"), who shall also provide access to the Facility to the Department and TRW under the terms of this Order as provided in Section X (Access).
7. TRW agrees to undertake all actions required of TRW by this Order.

SECTION III. DEFINITIONS

8. For purposes of this Order, terms used herein shall have the same meaning as those in the Hazardous Waste Management Law, Section 260.360 RSMo and 40 CFR Parts 124, 260, 261, 264, 265, 268, and 270, which are incorporated by reference in 10 CSR 25-3.260, 10 CSR 25-4 and 10 CSR 25-7, unless this Order specifically provides otherwise. Additional terms as used herein are defined as follows:
9. Agencies shall mean the Department and United States Environmental Protection Agency (EPA).
10. Area of Concern ("AOC") means an area where an actual or potential release of hazardous waste or hazardous constituents, which is not from a solid waste management unit, is occurring and is determined by the Department to pose a current or potential threat to human health or the environment. Investigation and/or remediation of Area(s) of Concern may be required pursuant to sections 260.375 and 260.395, RSMo, and 40 CFR 270.32(b)(2), as incorporated by reference in 10 CSR 25-7.270(1).

11. Day shall mean a calendar day unless expressly stated to be a business day. “Business day” shall mean a day other than Saturday, Sunday, or State holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or State holiday, the period shall run until the end of the next business day.
12. Director shall mean the Director of the Missouri Department of Natural Resources.
13. Department shall mean the Missouri Department of Natural Resources.
14. EPA shall mean the United States Environmental Protection Agency.
15. Facility shall mean the property currently owned by Sister Property, Inc. and Sullivan Warehousing, Inc. as described in Attachment E (“Property”) and:
 - A. All contiguous land and structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of hazardous waste; and
 - B. All contiguous property under the control of the owner/operator, for the purpose of implementing corrective action under 40 CFR 264.101, as incorporated by reference in 10 CSR 25-7.264(1), and this Order.
16. Hazardous Constituent shall mean any constituent identified in Appendix VIII of 40 CFR Part 261, as incorporated in 10 CSR 25-4.261.
17. Interim Measures or IM shall mean those actions taken to control or abate threats to human health and/or the environment, address source areas and prevent or minimize the further spread of contamination prior to the implementation of a final remedy.
18. Release from the Facility shall mean the on- and off-Property detection in groundwater of hazardous wastes and hazardous constituents that can be attributed to the former TRW Ramsey Facility. The methodology for determining a release from the Facility is described in Paragraphs 93 and 94.

19. RCRA shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. 6901, et seq. (also known as the Resource Conservation and Recovery Act).
20. TRW shall mean TRW Automotive U.S. LLC, with executive offices located at 12001 Tech Center Drive, Livonia, Michigan 48150.
21. Solid Waste Management Unit (“SWMU”) shall mean any discernible unit at which solid wastes have been placed at any time, irrespective of whether the unit was intended for the management of solid or hazardous waste. Such units include any area at a facility at which solid wastes have been routinely and systematically released.
22. Stabilization shall mean actions to control or abate threats to human health and/or the environment from releases at a hazardous waste management facility and/or to prevent or minimize the further spread of contamination while long-term remedies are pursued.

SECTION IV. FINDINGS OF FACT

23. The Facility is located at 300 Ramsey Drive in the City of Sullivan, Franklin County, Missouri and is composed of two parcels of real property.
24. The two parcels of real property constituting the Facility are presently owned by Sullivan Warehousing, Inc. and Sister Property, Inc., respectively. Sullivan Warehousing, Inc. and Sister Property, Inc. acquired these parcels from TRW Inc. on July 20, 1987.
25. By agreement with Sullivan Warehousing, Inc. and Sister Property, Inc., Rokwell Industries, Inc. (“Rokwell”), and Ace Manufacturing and Parts Co. (“Ace”), have been conducting manufacturing operations at the Facility since June 1987.
26. The Ramsey Corporation, Inc. (“Ramsey”) owned and operated the Facility from 1950 through 1983. Ramsey manufactured automobile piston rings, operated a chrome plating system and utilized various organic solvents and petroleum based raw products at the Facility. TRW Inc. acquired Ramsey in 1950, and Ramsey operated as a wholly owned subsidiary of TRW Inc. until 1984. In 1984, Ramsey changed its name to TRW Automotive Products, Inc. and operated as a wholly owned subsidiary of TRW Inc. TRW Automotive Products, Inc. was merged into TRW Inc. in 1988. In December 2002, TRW Inc. merged

with Northrop Grumman, and in February 2003, the automotive business of the former TRW Inc., including TRW, was sold to affiliates of the Blackstone Group and is now operated as TRW Automotive Inc. (“TRW Automotive”). TRW is a wholly-owned subsidiary of TRW Automotive Inc.

27. The Facility is approximately 7 acres in area and originally had an 82,000 square foot manufacturing building. Rokwell has constructed an expansion along the east side of the original structure. The Facility is bordered by the St. Louis – San Francisco Railroad line to the south, a shoe manufacturing plant and drainage swale to the west, and residential properties to the north and east.
28. On or about August 18, 1980, pursuant to the requirements of § 3010(a) of RCRA, 42 U.S.C. Section 6930(a), Ramsey Corporation notified EPA of its status as a hazardous waste generator and treatment, storage, and/or disposal facility. Ramsey Corporation received EPA identification number MOD094390416.
29. On or about November 11, 1980, pursuant to § 3005 of RCRA, 42 U.S.C. § 6925, Ramsey Corporation submitted its original Part A application for a hazardous waste permit for container storage, tank storage and surface storage/disposal impoundments.

Ramsey Corporation reported all of the following hazardous wastes on its Part A application:

Hazardous Waste	Waste #
A. Spent Halogenated Solvents	F001
B. Wastewater Treatment Sludge from Electroplating Operations	F006
C. Plating Bath Residues Containing Cyanide	F008
D. Spent Striping and Cleaning Bath Solutions Containing Cyanide	F009
E. Tank Bottoms (Leaded) from Petroleum Refining	K052

F. Emission Control Dust or Sludge
From Ferrochromium Production K091

30. Having submitted a timely notification and a Part A application for a permit, the Facility achieved interim status in accordance with § 3005(e) of RCRA, 42 U.S.C. § 6925(e), and § 260.395.15 RSMo.
31. On December 11, 1981, Ramsey submitted a petition, pursuant to 40 CFR 260.20, to EPA for a regulatory amendment to exclude its electroplating settling lagoon(s) sludge from classification as a hazardous waste (No. F006). This exclusion would have reclassified the waste sludge placed in the receiving lagoons to a non-hazardous status. EPA, by letter dated March 12, 1982, granted temporary regulatory exclusion of Ramsey's electroplating sludge as a hazardous waste. EPA did not publish its determination in the Federal Register.
32. On June 3, 1982, the Department conducted a RCRA Compliance Evaluation Inspection ("CEI") and a State Operating Permit Compliance Inspection at the Facility. The investigators recommended that Ramsey revise its Part A Permit Application to reflect the delisting of a major waste stream (F006 wastewater treatment sludge) and the wrongful registration of wastes that were never produced at the Facility (F008, F009, K052 and K091). Ramsey determined that the hazardous wastes that were generated by Ramsey were trichloroethylene ("TCE"), used for parts degreasing (F001) and chrome-contaminated sludge produced at the filter press (F006). On January 12, 1982, the Department granted temporary exclusion of Ramsey's F006 lagoon sludge from hazardous status, making the material subject to the Solid Waste Management Law, §§ 260.200 through 260.345, RSMo, for non-hazardous industrial sludge. This exclusion was not made effective by being published in the Federal Register. On December 24, 1985, the temporary exclusion of the F006 wastewater treatment sludge was terminated, thereby subjecting the Facility to interim status regulation, and EPA advised TRW Automotive Products, Inc. to close the Facility as a hazardous waste management facility.
33. EPA Region VII returned Ramsey's Part A Permit Application in a letter, dated January 20, 1983, stating that Ramsey's regulatory classification was changed from that of a treatment, storage or disposal facility to that of a hazardous waste generator. EPA conducted a RCRA CEI at the Facility on September 21, 1983, and no generator violations were cited.

34. Ramsey ceased chrome plating operations at the Facility in 1983, and all manufacturing equipment was removed in 1984. In 1985, a remediation program was implemented for the Lagoon Area and the Burn Material Deposit Area. The results of these remediation activities, including sampling and analyses following remediation, were described in a report entitled "Closure Report for Sullivan Works Wastewater Treatment Lagoons for Ramsey Piston Ring Division, TRW Automotive Products, Inc." This report was prepared by TRW Automotive Products, Inc.'s consultant, dated January 23, 1986, and transmitted to the Agencies on March 10, 1986. This report was voluntarily submitted by TRW Automotive Products, Inc. and was neither approved nor disapproved by either EPA or the Department.
35. A plan for the excavation of the Chrome Plating Building entitled "Excavation Plan for Sullivan Works Plant Closure," and dated April 16, 1986, was prepared by TRW Automotive Products, Inc.'s contractor. In June 1986 through December 1987, the Chrome Plating building was demolished, and the soils under and surrounding this building were excavated and disposed of off-site. Additionally, soils within the Burn Area and Burn Material Deposit Area were excavated based on visual evidence of contamination.
36. In December 1989, EPA conducted a RCRA Facility Assessment ("RFA") at the Facility, which identified numerous SWMUs and AOCs that required further investigation.

The following SWMUs were identified at the Facility:

- A. Former location of Surface Impoundments. Five unlined impoundments received wastewater from chrome plating operations.
- B. Drum Storage Area (Barrel House). F001 hazardous wastes were stored in this area prior to manifesting for off-site disposal.
- C. Material Burn Area. This area was used as a site for burning of facility trash, debris and solid waste.
- D. Burn Material Deposit Area. This area was used as a site for disposal of burn material residual waste.
- E. Plating Operations Area. In-ground concrete process tanks that held plating and cleaning mixtures containing lead and

chromium hazardous wastes were located in this area.
Containerized F006 wastes were also located in this area.

37. The following AOCs were identified at the Facility:
 - A. TCE and Mineral Spirits Storage Area - This area was used for tank storage of virgin/product grade TCE and mineral spirits.
 - B. Winsel Creek Tributary - The Winsel Creek tributary received wastewaters from plating operations and from the Surface Impoundments.
38. In March, 1990, TRW Inc. installed four (4) monitoring wells to a depth of approximately 150 feet. Groundwater samples collected in August and November, 1990, and March and April, 1992, indicated that contaminants were present in the groundwater. Ranges of total chromium from unfiltered samples were 35.5 parts per billion (“ppb”) to 14,000 ppb. Ranges of total chromium from filtered samples were 150 ppb to 12,000 ppb. Unfiltered lead concentrations ranged from less than the analytical detection limit to 350 ppb. Lead was not detected in the filtered samples. Volatile organic compounds (“VOCs”) detected included TCE, 1,2 dichloroethylene, 1,1-Dichloroethane, 1,2-Dichloroethane, and 1,1,2-Trichloroethane. Other compounds detected included chloroform, methylene chloride and xylenes. Total VOC concentrations ranged from 1,517 ppb to 15,183 ppb.
39. A Phase I Site Investigation Work Plan (“Phase I”) was prepared for TRW Inc. by its consultant in August, 1991, and voluntarily submitted to the Department. This work plan described additional soil and groundwater investigations that would be performed at the Facility to evaluate the nature and extent of releases or suspected releases from past Facility operations. The Department approved TRW Inc.’s voluntary site investigation work plan as an initial site characterization investigation in a letter dated November 4, 1991. Phase I activities were performed from December 1991 to April 1992. The results of the Phase I investigations, including a description of additional voluntary soil and groundwater investigations proposed as Phase II, were presented to the Department on May 15, 1992.
40. The results of the Phase I investigation indicated that total VOC concentrations detected in the shallow monitoring wells ranged from 52 ppb to 51,100 ppb. Total chromium from unfiltered samples ranged

from 40 ppb to 14,000 ppb. Total chromium from filtered samples ranged from less than the analytical detection limit to 12,000 ppb. As a result, the Department required TRW Inc. to install additional groundwater monitoring wells off-site to characterize the extent of VOC and chrome impact.

41. The results of the Phase I investigation sampling events indicated that total VOC concentrations in the intermediate monitoring well ranged between 183 ppb and 326 ppb. Total chromium from unfiltered samples ranged from 30 ppb to 80 ppb. Total chromium from filtered samples ranged from non-detect to 30 ppb.
42. On April 1, 1993, TRW Inc., Sullivan Warehousing, Inc., Sister Property, Inc., Rokwell Industries, Inc. and the EPA entered into an Administrative Order on Consent (“Consent Order”) to investigate the nature and extent of releases at the Facility. The Consent Order also required an evaluation of alternatives to prevent or mitigate any further migration or release of hazardous waste or hazardous constituents at or from the Facility.
43. Pursuant to the 1993 Consent Order, TRW Inc. implemented four Interim Measures, a Description of Current Conditions Report (“DCCR”), a RCRA Facility Investigation (“RFI”) and a Corrective Measures Study (“CMS”) for the Facility as part of RCRA corrective action.
44. The four Interim Measures completed to-date include a Groundwater Monitoring Plan (“GMP”), a Surface Impoundments Soils Report (“SISR”), a Drinking Water Contingency Plan (“DWCP”) and a Pump and Treatment Plan (“P&TP”).
 - A. The GMP details the parameters and frequency for sampling of all groundwater monitoring wells installed by TRW Inc., private wells within a two-mile radius and all the City of Sullivan Municipal Wells. This plan was approved by the Agencies on August 30, 1993. Further revisions to the GMP were approved by the Agencies in 1998, 2003 and 2009.
 - B. The SISR evaluated all existing soil data from samples taken at the location of the former surface impoundments and was utilized to develop the standards for long-term care, security and maintenance of the cover soils currently in place there. This plan was approved by the Agencies on December 26, 1997.

- C. The DWCP details procedures to be followed by TRW Inc. in the event that elevated groundwater contamination, due to releases from the Facility, is detected in excess of the action levels set forth in the EPA Consent Order. The DWCP also presents several alternatives to be undertaken by TRW Inc. to provide potable water if any drinking water supply well is contaminated by a release from the Facility. This plan was approved by the Agencies on December 17, 1993.
 - D. The P&TP details a shallow groundwater pump and treatment recovery system currently in-place and operating at the Facility. This plan was approved by the Agencies on May 15, 1994, and the system began operating in October 1995.
 - E. Pursuant to the DWCP, TRW Inc. installed an air stripping treatment system on the City of Sullivan Municipal Well No. 2 in August 2001, which has been continuously operated since that time to supply drinking water to the City of Sullivan in compliance with the Missouri Safe Drinking Water Law, §§ 640.100-640.140, RSMo.
45. The DCCR was submitted to the Agencies on September 17, 1993. This report detailed the results of previous field investigations performed to evaluate the nature and extent of releases from the Facility. The scope of work for this report included soil boring and sampling, monitoring well installation and sampling, subsurface rock coring, aquifer performance testing, petrographic analyses, packer testing, geophysical logging, hydraulic conductivity testing, surface water and sediment sampling, a quantitative human health risk assessment and a qualitative ecological assessment.
46. In 1993, the Agencies determined that the DCCR did not present sufficient information to proceed to the remedy determination process. The Agencies required TRW Inc. to conduct an RFI, with activities beginning in September 1993 and completed in July 1997.
47. TRW Inc. submitted an RFI Summary Report, which documents the potential pathways of contaminant migration from the Facility, defines the degree and extent of contamination of the underlying aquifers, identifies actual or potential receptors and provides support for the development of corrective measures alternatives. The Agencies approved the RFI Summary Report on July 30, 1997.

48. TRW Inc. submitted the CMS to the Agencies on November 13, 1997. The purpose of this report was to identify and develop potential alternatives for removal, containment, and/or remediation of the site-related constituents exceeding established cleanup levels as defined in the Consent Order and propose the final corrective action remedy for the Facility. The Agencies approved the CMS Report on May 20, 1999.
49. On April 12, 2000, the Department and EPA issued a Statement of Basis for public review and comment describing the proposed final remedy for the Facility and the associated technical basis of support.
50. On May 11, 2000, the Agencies held a public availability session in Sullivan. The public availability session provided an opportunity for local citizens and other interested parties to view information related to the proposed final remedy for the Facility and to communicate directly with representatives of the Department, EPA, Missouri Department of Health and TRW Inc. regarding any questions that they may have regarding the project and proposed final remedy. During the availability session, several attendees made requests for a public hearing and extension of the comment period for the proposed final remedy.
51. As a result of the formal requests at the public availability session, the EPA held a public hearing in Sullivan on June 29, 2000, and extended the public comment period on the proposed final remedy until July 7, 2000. During the public comment period, the EPA received numerous comments, which it addressed in a Response to Comments (Response) document.
52. On March 15, 2002, the EPA issued the Response to Comments and Final Remedy Decision for the Facility.
53. On October 14, 2005, the Department notified TRW that the site had an Environmental Indicator (EI) evaluation, which determined that human exposures, based upon the information available at that point in time, were currently considered under control within the meaning of the EI evaluation. The human health EI evaluation format was developed jointly by an EPA-state work group to address specific corrective action goals established pursuant to the federal Government Performance Results Act of 1993.

54. TRW submitted supporting field studies evaluating vapor intrusion risk as part of the EI evaluation process. Those additional studies included a “Vapor Intrusion Evaluation Work Plan” dated March 22, 2005, and a “Human Health Risk Assessment for Selected Chemicals in Workplace Air” report dated January 20, 2006.

SECTION V. CONCLUSIONS OF LAW AND DETERMINATIONS

55. Based on the foregoing Findings of Fact and after consideration of the administrative record, the Department makes the following Conclusions of Law and Determinations:
- A. Pursuant to the authority vested in the Department, this Order is issued to Respondents in accordance with the Missouri Hazardous Waste Management Law, including, but not limited to, Sections 260.375(15), 260.410 and 260.420, RSMo.
 - B. Respondents are “persons” as defined by Section 260.360(17), RSMo.
 - C. TRW is the successor to the entity that historically owned and operated the Facility, which was subject to the interim status requirements of Section 260.395(15), RSMo.
 - D. Sister Property, Inc., Sullivan Warehousing, Inc., Rokwell Industries, Inc. and Ace Manufacturing and Parts Co. are the current owners and/or operators of the Facility.
 - E. Certain wastes and constituents found at the Facility are hazardous wastes or hazardous constituents as defined by Section 260.360, RSMo, and the regulations at 40 CFR Parts 260 and 261, incorporated by reference in 10 CSR 25-3.260 and 4.261.
 - F. There is or has been a release of hazardous wastes or hazardous constituents into the environment at the Facility.
 - G. The actions required by this Order are necessary to protect human health and/or the environment.

SECTION VI. WORK TO BE PERFORMED

56. Pursuant to Sections 260.375(15), 260.410, 260.420, RSMo. and 40 CFR 264.101, as incorporated by reference in 10 CSR 25-7.264(1), TRW agrees, and is hereby ordered, to perform the following acts in the manner and by the dates specified herein.

Groundwater Monitoring Plan

57. TRW's GMP is included as Attachment A and is incorporated by reference herein and made enforceable hereunder. Upon the effective date of this Order, TRW shall implement the requirements of the GMP in accordance with the schedule contained in the GMP. TRW may propose modification of the GMP at any time due to changes in current conditions, newly discovered information and/or to protect human health and the environment. Any proposed modified GMP will be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).
58. GMP procedures and techniques used in groundwater sampling, analysis and measurement of groundwater-related parameters shall meet the requirements of 40 CFR Part 264, Subpart F, as incorporated by reference in 10 CSR 25-7.264(1), and this Order. TRW's sampling, analysis and measurement protocols shall ensure the representative nature of all analysis and measurement results.
59. The GMP sets forth the Groundwater Protection Standard (GPS) that establishes the maximum concentration limits for hazardous wastes and hazardous constituents in the groundwater at the Facility. The hazardous wastes and hazardous constituents and maximum concentration limits specified in GMP Table 3 constitute the GPS for the Facility.
60. The maximum concentration limits for the GPS hazardous wastes and hazardous constituents listed in GMP Table 3 are based on protection of human health and the environment and were derived from state (10 CSR 60 Chapter 4) and federal public drinking water regulations, November 1997 and from Missouri Water Quality Standards (10 CSR 20-7.031) for protection of groundwater, March 1994.
61. TRW shall comply with that portion of 40 CFR 264.97, as incorporated by reference in 10 CSR 25-7.264(1), applicable to monitoring programs

conducted in accordance with 40 CFR 264.100 and the following additional requirements:

- A. TRW's groundwater monitoring systems shall be designed, installed, operated and maintained during the term of this Order in a manner that ensures; 1) detection and/or delineation of the horizontal and vertical extent of groundwater contamination from the Facility (including beyond the Facility property boundary); 2) determination of representative concentrations of hazardous wastes, hazardous constituents and/or contaminant plume indicator parameters in the groundwater; and 3) TRW's ability to determine the effectiveness of the groundwater corrective action program in terms of removal, destruction and/or containment of groundwater contamination from the Facility.
- B. During the term of this Order, the number, location and depth of the monitoring wells shall be sufficient to define the horizontal and vertical extent of groundwater contamination from the Facility both beneath and beyond the Facility property boundary. If, at any time during the term of this Order, TRW or the Department determines that the existing monitoring system fails to define the horizontal and/or vertical extent of groundwater contamination from the Facility, TRW shall submit, within 30 days of such determination by TRW or receipt of written notification by the Department, a proposal for the installation of additional monitoring wells to define such extent.
- C. At such time as the Department determines that TRW has adequately redefined the horizontal and/or vertical extent of groundwater contamination from the Facility, the wells defining such extent shall be incorporated into and designated for continued monitoring in TRW's GMP. The Department will notify TRW of this determination in writing. Within 30 days of receipt of this notification, TRW shall submit appropriate GMP revisions to the Department's Hazardous Waste Program.
- D. Any new groundwater monitoring wells installed by TRW to meet the requirements of this Order shall be designed and constructed in accordance with the requirements of 40 CFR 264.97, 10 CSR 23-4 and/or well-specific plans and specifications approved by the Department. TRW shall submit to the Department a copy of the well certification report form

and the resulting certification acceptance required by 10 CSR 23-4.020 for any new monitoring wells installed pursuant to this Order. This information shall be reported as part of the Quarterly Groundwater Corrective Action Reports required by Paragraph 78 of this Order.

62. TRW's groundwater corrective action program shall continue until the GPS maximum concentration limits established in GMP Table 3 have not been exceeded for a period of three (3) consecutive years. Following the cessation of active remediation, additional monitoring will be conducted for an additional three (3) years to monitor potential contaminant concentration rebound. The corrective action program shall address any hazardous constituents above the GPS maximum concentration limits listed in GMP Table 3 that are attributable to releases from the Facility.
63. During the term of this Order, TRW may, at any time, make a demonstration to the Department supporting establishment of Alternate Concentration Limits (ACLs) in lieu of the GPS maximum concentration limits specified herein. Any such demonstration shall ensure that any and all ACLs proposed in lieu of the GPS maximum concentration limits are protective of human health and the environment in accordance with the requirements of 40 CFR 264.94(b). In proposing an ACL(s), TRW shall consult EPA's Alternate Concentration Limit Guidance, Interim Final, OSWER Directive 9481.00-6C, July 1987, and shall formally address those factors bearing on establishment of an ACL(s) as listed in 40 CFR 264.94(b)(1) and (2). Any ACL proposal by TRW will be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).
64. If sampling of wells identifies hazardous constituents in the groundwater that are not currently specified in GMP Table 3, TRW may resample the groundwater in accordance with 40 CFR 264.99(g). If TRW's subsequent groundwater analyses confirm the presence of additional hazardous wastes, hazardous constituents or contamination indicator parameters that are attributable to releases from the Facility, then TRW shall add the confirmed hazardous wastes, hazardous constituent(s) or contamination indicator parameter(s) to the GPS and the monitoring program specified in the GMP.
65. The Department reserves the right to modify the GMP at any time due to changes in current conditions, newly discovered information and/or

to protect human health and the environment from contamination from the Facility.

Quarterly Groundwater Reports

66. The GMP provides that TRW shall prepare and submit, on a quarterly basis for the preceding calendar 3-month period, Quarterly Groundwater Reports providing a summary of groundwater sampling activities for that quarter. TRW's Quarterly Groundwater Reports shall be submitted to the Department by June 1, September 1, December 1, and March 1 for each preceding calendar three (3) month period. The Annual Groundwater Report detailed in Paragraph 68 shall contain all fourth quarter data, and its submittal shall substitute for the fourth quarter (March 1) Quarterly Groundwater Report. Content of the Quarterly Groundwater Report is detailed in Section 4.01 of the GMP.
67. TRW shall submit one (1) mailed paper copy and one electronic copy via e-mail of the Quarterly Groundwater Report to the Department's project manager and one (1) mailed paper copy and one electronic copy via e-mail to the EPA's project manager.

Annual Groundwater Reports

68. The GMP provides that TRW shall prepare and submit, on an annual basis, the Annual Groundwater Report, which must provide a comprehensive evaluation of the Facility-wide groundwater corrective action program as it relates to the effectiveness of the final corrective action remedy. The Annual Groundwater Report should draw conclusions regarding compliance with the terms of this Order, and in particular items 57 through 65 of this Order. TRW's Annual Groundwater Report shall be submitted to the Department annually by March 1 and contain data for each preceding calendar year. The content of the Annual Groundwater Report is detailed in Section 4.02 of the GMP.
69. TRW shall submit one (1) mailed paper copy and one searchable electronic copy of the Annual Groundwater Report to the Department's project manager and one (1) mailed paper copy and one searchable electronic copy to the EPA's project manager.

Drinking Water Contingency Plan (DWCP)

70. TRW's DWCP is included as Attachment B and is incorporated by reference herein and made enforceable hereunder. The requirements of the DWCP, such as trigger criteria, implementation schedules and treatment goals, shall become effective upon the effective date of this Order. TRW may propose modification of the DWCP at any time due to changes in current conditions, newly discovered information and/or to protect human health and the environment from contamination from the Facility. Any proposed modified DWCP will be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).
71. The Department will evaluate the DWCP every 5 years to determine its adequacy in addressing contamination from the Facility that exceeds the ground water protection standards in GMP Table 3 at applicable water supply wells, and to determine if DWCP updates are needed. The Department reserves the right to require TRW to modify the DWCP consistent with this Order due to unforeseen problems resulting from plan implementation or newly discovered information.

Corrective Measures Implementation ("CMI") Work Plan

72. TRW's CMI Work Plan is included as Attachment C and is incorporated by reference herein and made enforceable hereunder. Upon the effective date of this Order, TRW shall implement the requirements of the CMI Work Plan in accordance with the Department-approved schedule contained therein.
73. The CMI Work Plan includes applicable CMI elements as specified in Chapter V of the EPA document entitled, RCRA Corrective Action Plan (Final), May 1994, OSWER Directive 9902.3-2A, necessary for the effective and efficient implementation of the final remedy for the Facility.
74. Sister Property, Inc. and Sullivan Warehousing, Inc. shall record an environmental covenant in the chain-of-title for the Facility property that includes appropriate property-specific use restrictions. This environmental covenant shall incorporate by reference the well installation prohibition contained in Article I, Section 705.040 of the Municipal Code of the City of Sullivan, the existing property use restriction associated with closure of the former surface impoundment, the "inaccessible soils" restriction described in paragraph 77 of this

Order and any other current property-specific use restriction(s) established pursuant to state law/regulation and/or the Municipal Code of the City of Sullivan. This environmental covenant shall include provisions requiring that Sister Properties, Inc. and/or Sullivan Warehousing, Inc. routinely verify the status of Article I, Section 705.040 of the Municipal Code of the City of Sullivan and notify the Department in a timely fashion of any proposed (or actual) changes to this ordinance. The environmental covenant is included as Attachment F. The environmental covenant shall be in a form that complies with §§ 260.1000-260.1039, RSMo. The environmental covenant shall be recorded by Sister, Properties, Inc. and Sullivan Warehousing, Inc. in the property chain-of-title at the Franklin County Recorder's Office within 30 days of final execution (signature by all parties). A copy of the environmental covenant and proof of filing from the Franklin County Recorder's Office shall be provided to TRW, the Department and EPA within 30 days of recording.

Long Term Stewardship Plan ("LTSP")

75. TRW's LTSP is included as Attachment D and is incorporated by reference herein and made enforceable hereunder. The revised LTSP includes the following elements in addition to those specified in Paragraph 76:
 - A. Table 4 and Figure 1 of the LTSP includes current contact information for TRW, the City of Sullivan and Ace Manufacturing and Parts Co;
 - B. A section discussing the property use restrictions outlined in Paragraph 74 of this Order;
 - C. A summary description of long-term final remedy operation, maintenance, security and monitoring;
 - D. Presentation and discussion of the final remedy objectives, including applicable media cleanup standards;
 - E. Identification of equipment needed for long-term final remedy implementation, including that required for water supply treatment systems installed at the City of Sullivan's municipal wells;

- F. A description of the training requirements and procedures for all personnel involved in operation, maintenance and monitoring of the final remedy including any training provided to City of Sullivan employees for the operation and maintenance of water supply treatment systems installed at the City of Sullivan's municipal wells;
 - G. A description of any start-up procedures for elements of the final remedy, including any operational testing;
 - H. A description of normal operation and maintenance procedures related to the final remedy, including: 1) ongoing operational tasks; 2) ongoing maintenance tasks; 3) a description of applicable treatment or operational conditions; and 4) a schedule showing the frequency of each task;
 - I. An inspection schedule for final remedy equipment and components for both on- and off-property groundwater treatment systems; and
 - J. A description of the procedures to address any breakdown or operational problems with the final remedy including a list of redundant and emergency back-up equipment and procedures.
76. The LTSP includes all measures necessary for effective and efficient communication with third parties, specifically the City of Sullivan, Missouri, related to implementation of the final remedy for the Facility. The LTSP includes a requirement that TRW meet annually with the City of Sullivan to coordinate all long-term stewardship issues and following the meeting, provide to the Department a jointly-signed letter summarizing the meeting and proposing any necessary revisions to the LTSP. TRW may propose modification of the LTSP at any time due to changes in current conditions, newly discovered information and/or to protect human health and the environment. Any proposed modified LTSP will be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).
77. Inaccessible soils are defined as on-property soils that are beneath buildings, parking lots or other permanent structures. Complete characterization and/or excavation of potentially contaminated inaccessible soils was not practicable at the time of the corrective

action investigation due to interruptions that would occur to current industrial operations at the Facility.

As part of the LTSP, TRW shall inspect the Facility to assess its condition at least once per year as part of annual coordination efforts with the City of Sullivan and the Facility property owners. If conditions at the Facility change such that previously inaccessible soils are now accessible, TRW shall notify the Department within 15 days of becoming aware of the situation. This notification shall include efforts that TRW proposes to assess and characterize these soils for the presence of contaminants of concern and summarize any further sampling, excavation, disposal, and/or on-site treatment activities that may be necessary. The Department will review and approve these proposed activities (which may include submission of a supplemental work and/or quality assurance project plan(s)) in accordance the procedures set forth in Section VIII (Review and Approval Procedures)

All current and future landowners and operators shall be advised of this requirement by TRW and be instructed to notify TRW of any activities on the property that may uncover or disturb previously inaccessible soils. Provisions for notification to TRW and the Department regarding inaccessible soils that may become accessible and any related Department approvals for work to address newly-accessible soils shall be included in the environmental covenant required by Paragraph 74 of this Order.

Construction Completion (CC) Report

78. Within ninety (90) calendar days of completion of all construction activities associated with implementation of the final remedy, TRW shall submit a Construction Completion (CC) Report to the Department and EPA. The CC Report shall contain, at a minimum:
 - A. A summary of all corrective measure construction activities implemented at the Facility;
 - B. The specific “as-built” description/design of all municipal water supply and on-property groundwater treatment systems installed as part of the final remedy, except for “as-built” information that has previously been submitted and that remains current. “As built” information that has previously been submitted shall be specifically referenced in the CC Report as to document title and submission date.

- C. Chemical analysis of the on-property groundwater treatment system effluent that is discharged. TRW shall include a copy of all correspondence between TRW and the City of Sullivan (if the effluent is discharged to the POTW) or the Department's Water Pollution Control Program related to issuance of a Missouri State Operating Permit authorizing any effluent discharge to Winsel Creek or its tributaries;
 - D. A summary of all historical analytical results for treated effluent from the groundwater treatment systems installed at municipal water supply wells;
 - E. Design specifications and locations for all monitoring and recovery wells required to be installed as part of the final remedy;
 - F. A copy of any environmental covenants recorded in the property chain-of-title;
 - G. A discussion of any deviations from the approved CMI Work Plan; and
 - H. The design and calculations portion of the CC Report shall, as appropriate, be sealed by a registered geologist and/or professional engineer registered in the state of Missouri.
79. The CC Report will be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).

Corrective Measures Completion (“CMC”) Report and Certification of Completion of Corrective Measures

80. Within ninety (90) days after completion of all corrective measures (i.e., all media protection/clean-up standards are met and all related corrective action activities are complete), TRW shall submit a CMC Report to the Department. The CMC Report shall contain a summary of corrective measure activities conducted at the Facility including any long term O&M and any short-term corrective actions.
81. To verify completion of corrective measures at the Facility, TRW shall demonstrate in the CMC Report that hazardous waste and hazardous

constituent levels in the groundwater attributable to releases at the Facility have not exceeded the applicable GPS maximum concentration limits specified in the GMP Table 3 or any Alternate Concentration Limits established pursuant to this Order for a period of three (3) consecutive years in all groundwater monitoring wells and water supply wells impacted by releases at the Facility. TRW's GMP and DWCP shall continue until such time as TRW successfully makes this demonstration. TRW may request discontinuation of groundwater corrective action in specific areas or wells on- and/or off-property prior to a final demonstration at all groundwater monitoring and water supply wells, if it can be shown that the three (3) year criterion has been met in those specific areas or wells.

82. The CMC Report will be reviewed and approved by the Department in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).
83. Within sixty (60) calendar days of receipt of Department approval of the CMC Report documenting completion of all corrective action, TRW shall submit to the Department and EPA, by certified mail, a written certification stating that the remedy has been completed in accordance with the approved CMS Report, CMI Work Plan and/or other plans or specifications approved by the Department. The certification shall be signed by TRW and a professional engineer registered in the state of Missouri.

Financial Assurance for Corrective Action

84. Within one hundred eighty (180) days after the effective date of this Order, TRW shall submit a detailed, itemized, written cost estimate, in current dollars, of the cost of hiring a third party to perform the corrective action activities required by this Order to provide the basis for establishment of long-term corrective action financial assurance. The amount of financial assurance shall be based on TRW's written cost estimate for work that will take more than 12 calendar months from the effective date of this Order to complete. (e.g., long-term groundwater monitoring; treatment system operation and maintenance, contingency measures, reporting, plugging and abandonment of all recovery and monitoring wells following the completion of remediation, reimbursement of the Department's corrective action oversight costs, etc.)

85. The Department will review this written cost estimate and notify TRW, in writing, of the Department's approval, rejection, or modification of the cost estimate. If the Department does not approve the cost estimate, the Department will notify TRW in writing of the estimate's deficiencies and specify a due date of not less than 30 days for submittal of a revised cost estimate. The cost estimate submittal will be reviewed and approved by the Department in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). The financial assurance requirements for corrective action shall be consistent with and equivalent to those specified in the Missouri Hazardous Waste Management Law and all standards, rules, and regulations adopted under the Law, Sections 260.350, et seq., RSMo, 40 CFR 264.101, and 40 CFR Part 264 Subpart H, as incorporated and modified in 10 CSR 25-7 and 10 CSR 25-8.
86. TRW shall annually adjust the corrective action cost estimate for inflation until all corrective action activities required by this Order are complete. The inflation adjustment shall be determined by using the procedures described in 40 CFR 264.142(b), with the exception that the inflation factor should be derived from the most recent annual Implicit Price Deflator for the Gross Domestic Product instead of the Gross National Product. TRW shall provide updated financial assurance in the amount of the adjusted cost estimate within sixty (60) days before the anniversary date of establishment of the financial assurance instrument used to comply with paragraphs 85 and 86 of this Order. If TRW chooses to utilize the financial test or corporate guarantee as the financial assurance instrument, documentation of compliance is due within sixty (60) days after the end of TRW's fiscal year end.
87. TRW shall increase the corrective action cost estimate if TRW or the Department determines that any additional corrective action activities are required under this Order or if any other conditions increase the estimated cost of the corrective action activities to be performed under this Order.

If the Department determines that a new cost estimate is required, the Department will notify TRW of this requirement. TRW shall submit each revised corrective action cost estimate for review and approval by the Department in accordance with Section VIII (Review and Approval Procedures). The Department will notify TRW, in writing, of the approval, rejection or modification of the cost estimate. If the Department does not approve the revised cost estimate, the Department will notify TRW in writing of the estimate's deficiencies and specify a

due date of not less than 30 days for submittal of a new revised cost estimate.

Monthly and Quarterly Progress Reports

88. TRW shall submit to the Department and EPA signed monthly progress reports summarizing CMI Work Plan construction activities undertaken during each calendar month, during the time that CMI construction activities are on-going. Each monthly progress report shall be submitted electronically by e-mail within twenty one (21) days of the end of each calendar month to be followed within seven (7) days by one (1) mailed paper copy of these reports to the Department and EPA.
89. The first monthly progress report shall be due beginning with the first full month following the effective date of this Order. The monthly progress reports shall continue to be submitted until such time as TRW's CMI construction activities are complete and the Construction Completion Report specified in Paragraph 78 has been approved by the Department. The monthly progress reports shall include the following information for the time period being reported:
 - A. A description of the work completed and an estimate of the percentage of the project construction completed;
 - B. A summary of problems and anticipated future problems encountered during the reporting period and actions taken to rectify any current problems or avoid any future problems;
 - C. A summary of the on-site groundwater treatment system operation including monthly and cumulative yearly pumping volumes, percentage of downtime, contaminant removal efficiency and total mass of contamination recovered/removed;
 - D. Projected work for the next reporting period; and
 - E. Any instances of noncompliance with the requirements of this Order.
90. After CMI Work Plan construction activities are complete and the Construction Completion Report specified in Paragraph 78 has been reviewed and approved, quarterly progress reports shall be submitted by the last day of the month following each reporting period. TRW shall submit one (1) mailed paper copy and one (1) electronic e-mailed

copy of these documents to the Department and EPA. The Quarterly Progress Reports shall include the following information for the time period being reported:

- A. Summaries of operating records of the remediation system(s), including quantity of water treated and mass of contamination recovered/removed.
 - B. A summary of problems and anticipated future problems encountered during the reporting period and actions taken to rectify any current problems or avoid any future problems;
 - C. A summary of any contacts or discussions with representatives of the local community, public interest groups, state government, or federal government;
 - D. A summary of the work completed during the quarter and projected work for the next reporting period, including the anticipated scheduling of sampling or other field events either on- or off-property; and
 - E. Any instances of noncompliance with the requirements of this Order.
 - F. A summary of any short-term corrective action activities
91. Copies of other reports (e.g., inspection reports), information or data shall be made available to the Department and EPA upon request. TRW shall maintain all raw data, such as laboratory reports, drilling logs, bench-scale or pilot-scale data and other supporting information gathered or generated during activities undertaken pursuant to this Order during the term of this Order.

VII. CONTINGENT CORRECTIVE ACTION

Notification Requirements for, and Assessment of, Newly-Identified SWMUs/AOCs and Releases from the Facility

92. Within ten (10) days of discovery, TRW shall notify the Department and EPA in writing of any newly-identified SWMU(s)/AOC(s) at the Facility, or the identification of any hazardous waste or hazardous waste constituent that may be a Release from the Facility identified subsequent to the issuance of this Order. A newly-identified SWMU,

AOC or suspected Release from a previously-identified SWMU or AOC at the Facility is one that has not been previously identified and has been discovered during the course of groundwater monitoring, field investigation, environmental auditing or other activities.

93. If sampling of wells identifies hazardous wastes or hazardous constituents in the groundwater that are not currently specified in the GMP, TRW will notify the Department via e-mail or telephone within 10 days of receipt of analytical results. The Department will then determine whether resampling the groundwater in accordance with 40 CFR 264.99(g) is required. Upon receipt of any additional data and review of existing groundwater analyses, TRW will submit a report to the Department detailing the likelihood that the hazardous wastes or hazardous constituent(s) are attributable to a Release from the Facility. The Department will review the report and will determine whether the hazardous wastes or hazardous constituent(s) are a release from the Facility in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). The Department will notify TRW in writing if it determines that the constituents are a Release from the Facility and require modification of the GMP and associated groundwater protection standards to include addition of the hazardous waste or hazardous constituent. If TRW disagrees with the Department's determination that a release is from the Facility, TRW may invoke the provisions of Section XVI (Dispute Resolution).
94. Any determination by TRW or the Department as to whether a detection of hazardous waste or hazardous constituents in groundwater is due to a Release from the Facility shall include, but not be limited to, consideration of the following: constituents detected, concentration of constituents detected, subsurface hydraulics/hydrology, seasonal/temporal considerations, pathway(s) of migration, impact of karst features, constituent ratios and degradation products.
95. The Department may require an Assessment Work Plan to conduct an investigation of any newly-identified SWMU, AOC or suspected Release from the Facility to confirm whether the hazardous wastes or hazardous constituents are truly a SWMU, AOC or Release from the Facility. Within sixty (60) days after receipt of the Department's request for an Assessment Work Plan, TRW shall submit an Assessment Work Plan that shall include a discussion of past waste management practices at the unit or area (if applicable), as well as a sampling and analysis program for groundwater, land surface and subsurface strata, surface water and/or air, as necessary to determine

whether a release of hazardous waste or hazardous constituents has occurred or is occurring. The sampling and analysis program shall yield representative samples and shall include monitoring parameters sufficient to assess the release of hazardous waste and/or hazardous constituents to the environment. The plan shall contain a work implementation schedule that is predicated on the date of Department approval of the plan. The Assessment Work Plan shall specify any data to be collected to provide for a complete Assessment Report, as specified below.

96. The Department will review the Assessment Work Plan in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). TRW shall implement the approved plan in accordance with the schedule contained therein.
97. TRW shall submit an Assessment Report to the Department and EPA according to the schedule specified in the approved Assessment Work Plan. The Assessment Report shall present and discuss the information obtained from implementation of the approved Assessment Work Plan. At a minimum, the Assessment Report shall provide the following information for each newly-identified SWMU, AOC or Release from the Facility, as appropriate:
 - A. The location of the newly-identified SWMU, AOC or Release from the Facility in relation to any other SWMUs/AOCs;
 - B. The type and function of the unit or area;
 - C. The general dimensions, capacities, and structural description of the unit, area or release;
 - D. The period during which the unit was operated or the release is suspected to have occurred;
 - E. The physical and chemical properties of all wastes that were managed or released at the SWMU or AOC, to the extent available;
 - F. The results of any sampling and analysis conducted;
 - G. Past and present operating practices, to the extent available;

- H. Previous uses of the area occupied by the SWMU, AOC or release; to the extent available;
 - I. Amounts of waste handled, to the extent available; and
 - J. Drainage areas and/or drainage patterns near the SWMU(s), AOC(s) or releases.
98. The Assessment Report will be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). Based on the findings of this report, the Department will determine whether additional action regarding the newly-identified SWMU, AOC or Release is necessary to comply with the Statement of Purpose described in Section I above. Such additional action could include the need for further investigation, including stabilization, a RCRA Facility Investigation (RFI), and/or a Corrective Measures Study (CMS), at specific unit(s) identified in the Assessment Report.
99. If the Department determines that additional action regarding the newly-identified SWMU, AOC or Release is necessary to comply with the Statement of Purpose described in Section I above, the Department will notify TRW in writing as to the nature of the additional action and the basis for its determination. Upon receipt of any such written determination by the Department, TRW shall have thirty (30) calendar days to pursue formal dispute resolution pursuant to Section XVI (Dispute Resolution). If TRW does not pursue formal dispute resolution, TRW shall submit a Work Plan, within thirty (30) calendar days of the date it receives the written determination, for such additional action, which shall be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). If TRW does pursue formal dispute resolution, TRW shall submit a Work Plan, within thirty (30) calendar days of conclusion of the formal dispute resolution process, for such additional action required by the dispute resolution process, which shall be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). The plan shall contain a work implementation schedule that is predicated on the date of Department approval of the plan. TRW shall implement the approved plan in accordance with the schedule contained therein.

Interim/Stabilization Measures (“ISMs”)

100. If TRW becomes aware of a situation that may require ISMs to address an imminent and substantial endangerment to human health and the environment from a release or potential release of hazardous waste, including hazardous constituents, from the Facility, TRW shall notify the Department and EPA within 24 hours after TRW becomes aware of the situation.
101. If, during the course of any activities initiated under this Order, TRW or the Department determines that a release or potential release of hazardous waste, including hazardous constituents, from the Facility poses an imminent and substantial endangerment to human health or the environment, the Department may require ISMs to limit or stop the further spread of contamination until final corrective action measures can be implemented. ISMs shall only be required if data generated after the effective date of this Order identifies either (1) new conditions that were previously unknown or (2) pre-existing conditions have materially worsened.
102. TRW shall submit an ISM plan within thirty (30) days of notification by the Department that an ISM is required. The ISM plan shall propose the specific action(s) to be taken to implement ISMs and the schedule for such implementation. Any such proposal shall be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). If the Department independently determines that specific ISM actions are necessary to address an imminent and substantial endangerment to human health or the environment from releases or threatened releases of hazardous waste or hazardous constituents from the Facility, the Department will inform TRW in writing of its decisions regarding such ISM actions and the schedule for such implementation. Upon receipt of any such written determination by the Department, TRW shall have 30 days to pursue formal dispute resolution pursuant to Section XVI (Dispute Resolution); provided, the pursuit of dispute resolution shall not delay the implementation of the ISM actions.
103. If, at any time, TRW determines that the ISM program is not effectively limiting or stopping the further spread of contamination from the Facility, TRW shall notify the Department and EPA in writing no later than ten (10) days after such a determination is made. The Department may require that the ISM program be revised to make it effective in limiting or stopping the spread of such contamination, or

that final corrective action measures are necessary to remediate any such contaminated media.

104. In cases where releases or potential releases present minimal human and environmental exposure concerns and/or the proposed remedial solution is relatively uncomplicated, TRW may independently propose ISMs for Department review and approval in accordance with the procedures set forth in Section VIII (Review and Approval Procedures). Any proposed ISMs shall be consistent with and may supplement and/or satisfy the requirements for a final remedy(s) in specific areas. Proposed ISMs that are determined by the Department to be significant (e.g., those which are anticipated to comprise a substantial portion of a final remedy) shall be subject to public notice and comment prior to final approval by the Department.

SECTION VIII. REVIEW AND APPROVAL PROCEDURES

105. Following submission of any plan or report requiring Department approval under this Order (with the exception of the monthly and quarterly progress reports, Quarterly Groundwater Corrective Action Reports and the Annual Groundwater Corrective Action Reports) the Department will review and either approve or disapprove the plan or report in writing.
106. If the Department does not approve the plan or report, the Department will notify TRW in writing of the plan's or report's deficiencies, specifying a due date of not less than thirty (30) days for submission of a revised plan or report.
107. If the Department does not approve the revised plan or report, the Department will work informally with TRW to resolve the remaining deficiencies or issues. If within sixty (60) days these informal efforts prove unsuccessful, the Department may modify the plan or report and notify TRW in writing of the modifications. The plan or report as modified by the Department shall be the approved plan or report.
108. If the Department makes a determination or modifies a plan or report as described in Paragraph 107 that TRW disagrees with, the Department will provide a technical summary to TRW describing the basis for its determination or modification. This technical summary will, at a minimum, detail the substantive geologic, hydrogeologic, and/or chemical data and analysis used to support the determination or modification, the criteria used in decision-making and any other

information relied upon by the Department to address the points of TRW's disagreement. Upon receipt of the technical summary, TRW shall have 30 days to pursue formal dispute resolution pursuant to Section XVI (Dispute Resolution).

SECTION IX. ADDITIONAL WORK

109. The Department may determine that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of tasks included in any Department-approved work plan, when such additional work is necessary to protect human health or the environment from releases or threatened releases of hazardous waste or hazardous constituents from the Facility.
110. If the Department determines that such additional work is necessary, the Department will notify TRW in writing as to the nature of the additional work and the basis for its determination. Upon receipt of any such written determination by the Department, TRW shall have thirty (30) calendar days to pursue formal dispute resolution pursuant to Section XVI (Dispute Resolution).
111. If required by the Department, TRW shall submit to the Department for review and approval a work plan for any such additional work. Such work plan shall be submitted in accordance with the time frame specified in the notification letter. The time frame for work plan submission by TRW shall be at least 30 days or as otherwise specified per mutual agreement of TRW and the Department. If TRW pursues formal dispute resolution, TRW shall submit a Work Plan, within thirty (30) calendar days of conclusion of the formal dispute resolution process, for such additional work required by the dispute resolution process. Any such work plan shall be reviewed and approved in accordance with the procedures set forth in Section VIII (Review and Approval Procedures).
112. All additional work performed by TRW pursuant to this Section shall be performed in a manner consistent with this Order and any applicable provisions of approved work plans.

SECTION X. ACCESS

113. Sister Property, Inc., Sullivan Warehousing, Inc., Ace Manufacturing and Rokwell Industries, Inc. hereby grant the Department and its

authorized representatives access to the Facility for the purpose of reviewing and overseeing progress in carrying out the provisions of this Order, including, but not limited to, inspecting and copying records, collecting samples and verifying data that pertain to work performed pursuant to this Order and subject to Section XI, below.

Sister Property, Inc., Sullivan Warehousing, Inc., Ace Manufacturing and Rokwell Industries, Inc. hereby grant TRW, its successors and assigns, and their authorized representatives access to the Facility for the purpose of carrying out the work required by this Order, including, but not limited to, performing investigations/monitoring; operating, inspecting and maintaining elements of the final corrective action remedy, inspecting and copying records, collecting samples and verifying data that pertain to work performed pursuant to this Order and subject to Section XI, below.

114. To the extent that work required by this Order must be performed on property not owned or controlled by TRW, other than the property covered by this Order, TRW shall write to the property owner requesting access to the property. The request shall be sent by certified mail, return receipt requested, with a copy to the Department. Subject to Paragraphs 115 and 116, TRW shall obtain site access agreements with the owners of such property prior to work plan approval for off-property work for which site access is required.
115. TRW shall use its best efforts to gain access for off-property work. "Best efforts" shall include sending the letter described above in Paragraph 114 and agreeing, upon request, to provide splits or duplicates of all samples collected on the property and the results of all analyses for samples collected on the property. "Best efforts" may also include, but not be limited to, offers of reasonable compensation for access to conduct off-property work.
116. In the event that access is denied, TRW shall notify the Department in writing within fifteen (15) days of the failure to obtain access. The notice shall describe TRW's "best efforts" to obtain access and copies of any written correspondence and offers of compensation between TRW and the property owner and/or their representative exchanged in the attempt to gain access. The Department may, as it deems appropriate, assist TRW in obtaining access. In the event that the Department obtains access, TRW shall undertake the Department-approved work required by this Order on such property. Nothing in

this Order shall limit or otherwise affect the Department's rights of access and entry.

117. In the event TRW's "best efforts" fail to result in an executed access agreement, TRW shall, on a biennial basis (even numbered years), contact the current property owner and attempt to obtain access as specified above.

SECTION XI. RECORD PRESERVATION

118. TRW shall ensure that all records and documents that are required to be maintained or submitted by this Order shall be preserved during the term of this Order. For a period of five (5) years after termination of this Order, TRW shall notify the Department at least sixty (60) days before any documents associated with this Order are scheduled to be destroyed. TRW shall make those documents available to the Department, if requested by the Department, within the sixty (60) day period.
119. In accordance with Sections 260.430 and 260.550, RSMo, the Department will make information available to the public unless nondisclosure is requested by TRW in writing, including a justification to the satisfaction of the Director that such information constitutes either (a) a trade secret, (b) other information that is entitled to confidential treatment in order to protect any plan, process, tool, mechanism or compound which is known only to the person claiming confidential treatment or any licensor of the plan, process, tool, mechanism or compound, and where confidential treatment is necessary to protect such person's trade, business or manufacturing process, or (c) information otherwise protected from disclosure by law.

If the Director finds the information does not warrant confidential treatment, the Director will notify TRW by certified mail. The information may be released to the public thirty (30) days after TRW's receipt of the notice from the Director, unless TRW notifies the Department of its intent to pursue a restraining order prohibiting disclosure or to appeal the Director's action to the Administrative Hearing Commission and the Hazardous Waste Management Commission pursuant to Sections 260.415, 260.430 and 621.250, RSMo. In the event of such notification by TRW of a motion for restraining order or appeal, the information will not be released unless or until a court or administrative order permits such disclosure.

TRW may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal and/or state law. If TRW asserts such a privilege in lieu of providing documents, it shall provide the Department with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by TRW. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Facility.

SECTION XII. PROJECT COORDINATION

120. The Department designates Bruce Stuart, P.E., R.G. (whose address and telephone number appears in Section XIII (Submission/Notification) of this Order) and EPA designates Robert Aston, R.G., (whose address and telephone number also appears in Section XIII (Submission/Notification) of this Order) as their respective Project Coordinators. TRW designates Troy S. Sclafani as its Project Coordinator (whose address and telephone number also appear in Section XIII (Submission/Notification) of this Order). All project communication related to the day-to-day work performed shall be sent to the Project Coordinators.
121. All work performed by TRW pursuant to this Order shall be under the direction and supervision of a Project Coordinator retained by TRW who shall be qualified to supervise the activities performed hereunder. Prior to the initiation of work at the Facility, TRW shall notify the Department in writing of the name, title and qualifications of the Project Coordinator and of any known contractors and/or subcontractors to be used in carrying out the terms of this Order. The Department, EPA and TRW shall each have the right to change their respective Project Coordinator. TRW shall provide at least fifteen (15) days written notice to the Department prior to changing its Project

Coordinator. The Department and EPA will provide TRW with written notice upon any change in their designated Project Coordinators.

122. To the maximum extent practicable, all communications between TRW and the Department shall be directed among Project Coordinators. The absence of the Department's, EPA's or TRW's designated coordinators shall not be cause for stoppage of work.

SECTION XIII. SUBMISSION/NOTIFICATION

123. Unless otherwise specified by this Order, two (2) written copies and one (1) searchable electronic copy of all written reports, correspondence, notices or other submissions relating to or required under this Order shall be sent to:

Bruce Stuart, P.E., R.G.
Missouri Department of Natural Resources
Hazardous Waste Program – Permits Section
P.O. Box 176
Jefferson City, MO 65102
(573) 751-3553
or (for parcel delivery)
1730 East Elm (Lower Level)
Jefferson City, MO 65101
e-mail: bruce.stuart@dnr.mo.gov

124. One (1) written copy and one (1) searchable electronic copy of all written reports, correspondence, notices or other submissions relating to or required under this Order shall be sent to:

Robert Aston, R.G.
Waste Remediation and Permitting Branch
U.S. Environmental Protection Agency, Region VII
11201 Renner Boulevard
Lenexa, Kansas 66219
(913) 551-7000
e-mail: aston.robert@epa.gov

125. All communication directed to TRW, other than that related to the day-to day work performed, is to be sent to TRW's Project Director:

Robert G. Bleazard, P.E.
Sr. HS&E Manager – Environmental Remediation
TRW Automotive Inc.
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TRW's Project Coordinator is:

Troy S. Sclafani, PG
Extended Staff Project Manager
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SECTION XIV. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

126. In consideration of the actions that will be performed and the cost reimbursement that will be made by TRW under the terms of this Order, and except as specifically provided in Paragraphs 127 and 128 of this Section, the State covenants not to sue or to take administrative action against TRW pursuant to the Missouri Hazardous Waste Management Law, Sections 260.350-260.434, RSMo relating to the Facility. Except with respect to future liability, these covenants not to sue shall take effect upon the effective date of this Order. With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion by TRW pursuant to Paragraph 83 of this Order. These covenants not to sue are conditioned upon the satisfactory performance by TRW of its obligations under this Order. These covenants not to sue extend only to TRW and do not extend to any other person.
127. State's Pre-certification Reservations. Notwithstanding any other provision of this Order, the State reserves, and this Order is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel TRW:

- a. to perform further response actions relating to the Facility, or
 - b. to reimburse the State for additional costs of response if, prior to Certification of Completion of the Corrective Action:
 - 1) conditions at the Facility, previously unknown to the Department, are discovered, or
 - 2) information, previously unknown to the Department, is received, in whole or in part,
 - 3) and the Department determines that these previously unknown conditions or information together with any other relevant information indicates that the Corrective Action is not protective of human health or the environment.
128. State's Post-certification Reservations. Notwithstanding any other provision of this Order, the State reserves, and this Order is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel TRW:
- a. to perform further response actions relating to the Facility, or
 - b. to reimburse the State for additional costs of response if, subsequent to Certification of Completion of the Corrective Action:
 - 1) Conditions at the Facility, previously unknown to the Department, are discovered, or
 - 2) Information, previously unknown to the Department, is received, in whole or in part,
 - 3) and the Department determines that these previously unknown conditions or this information together with other relevant information indicate that the Corrective Action was not protective of human health or the environment.
129. For purposes of Paragraph 127, the information and the conditions known to the Department shall include only that information and those conditions known to the Department as of the date this Order was signed and set forth in the Administrative Record for the Facility. The Administrative Record includes all plans, reports and other documents submitted pursuant to the EPA Administrative Order on Consent RCRA Docket No. VII-93-H-0008 and all plans, reports and other documents related to closure and post-closure care activities submitted to the Department and/or EPA pursuant to the requirements of 40 CFR Part 265. For purposes of Paragraph 128, the information and the conditions known to the Department shall include only that information

and those conditions known to the Department as of the date of Certification of Completion of the Corrective Action and set forth in the Administrative Record, or in any information received by the Department pursuant to the requirements of this Order prior to Certification of Completion of the Corrective Action.

130. General reservations of rights. The State reserves, and this Order is without prejudice to, all rights against TRW with respect to all matters not expressly included within the State's covenant not to sue. Notwithstanding any other provision of this Order, the State reserves all rights against TRW with respect to:
- a. claims based on a failure by TRW to meet a requirement of this Order;
 - b. liability arising from the future disposal, release, or threat of release of hazardous waste or hazardous constituents at the Facility;
 - c. liability based upon TRW's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of hazardous waste or hazardous constituents at or in connection with the Facility, other than as provided in the approved work plans, or otherwise ordered by the Department, after signature of this Order by TRW;
 - d. liability for violations of federal or state law which occur during or after implementation of the final corrective action remedy.
131. Nothing herein shall affect or limit TRW's rights of contribution or cost recovery under federal law or state law against potentially responsible parties who may have created, contributed to, or otherwise have become responsible for conditions at the Facility.

SECTION XV. DISPUTE RESOLUTION

132. This Section shall apply to any dispute, disapproval, modification, approval with modification, determination, or other decision or directive by the Department pursuant to this Order.
133. If TRW disagrees with any disapproval, modification, approval with modification, determination or other decision or directive made by the Department pursuant to this Order, TRW shall notify the Department in writing of its objections and the bases therefore within thirty (30) days of receipt of such disapproval, modification, approval with modification, determination, decision or directive. This notice shall set forth the specific points of the dispute, the position TRW maintains

should be adopted as consistent with the requirements of this Order, the factual and legal bases for TRW's position and all matters TRW considers necessary for the Department to make a determination.

134. TRW and the Department shall have sixty (60) days from the Department's receipt of TRW's objections to attempt to informally resolve the dispute. Both parties may agree in writing to an extension of the sixty (60) day time period set forth above. If an agreement is reached on the issue in dispute, the resolution shall be reduced to writing, signed by representatives of each party and incorporated into this Order. If the parties are unable to reach agreement within the time allotted for informal negotiations, the Department shall issue a written decision. TRW may appeal the Department's decision to the Administrative Hearing Commission and the Hazardous Waste Management Commission pursuant to Sections 260.370(3), 260.375(15), 260.400 and 621.250, RSMo. Any appeal of the final decision of the Hazardous Waste Management Commission shall be according to applicable law.

SECTION XVI. FORCE MAJEURE

135. For purposes of this Order, "force majeure" means a strike or an act of God, war, riot or other catastrophe that delays or prevents the performance of any obligation under this Order despite TRW's best efforts to fulfill the obligation. Examples of events that are not force majeure events include, but are not limited to, increased cost or expense of any work to be performed under this Order or the financial difficulty of TRW to perform such work.
136. In the event that a force majeure event should arise, TRW shall use its best efforts to avoid a delay. The requirement that TRW exercise "best efforts to avoid delay" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event: 1) as it is occurring; and 2) following the potential force majeure event such that the delay is minimized to the greatest extent practicable.
137. If any event occurs or has occurred that is likely to delay the performance of an obligation under this Order, whether or not caused by a force majeure event, TRW shall notify the Department by telephone within forty-eight (48) hours of when TRW discovers that the event is likely to cause a delay. Within five (5) business days thereafter, TRW shall provide in writing the reasons for the delay; the

anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to mitigate the effect of the delay; and a statement as to whether, in the opinion of TRW, such event may cause or contribute to an endangerment to the public health, public welfare or the environment. Failure to comply with the above requirements shall preclude TRW from asserting any claim of force majeure.

138. If the Department agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of any obligation under this Order that is directly affected by the force majeure event shall be extended by written agreement of the parties, pursuant to Section XXII (Effective Date and Subsequent Modification) of this Order, for a period of time not to exceed the actual duration of the delay caused by the force majeure event. An extension of time for performance of the obligation directly affected by the force majeure event shall not, of itself, extend the time for performance of any subsequent obligation.
139. If the Department does not agree that the delay or anticipated delay has been, or will be caused by a force majeure event, or does not agree with TRW on the length of the extension, the issue shall be subject to the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) of this Order. In any such proceeding, to qualify for a force majeure defense, TRW shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay was or will be warranted under the circumstances, and that TRW exercised or is exercising due diligence by using its best efforts to avoid and mitigate the effects of the delay.
140. Should TRW carry the burden set forth in the previous paragraph, the delay at issue shall not be a violation of the affected obligation of this Order.

SECTION XVII. DELAY IN PERFORMANCE/STIPULATED PENALTIES

141. Requests for extensions to the compliance dates associated with this Order will be considered, and may be granted, on a case-by-case basis. If TRW does not agree with the Department's decision regarding an extension requested by TRW, the issue shall be subject to the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) of this Order.

142. Any extension request(s) must specify the proposed new compliance date and must be accompanied by an explanation of the reason for the extension. Extension requests must be received by the Department at least fifteen (15) days prior to the originally scheduled compliance date, unless such compliance date is less than 15 days from a triggering event that is not within the control of TRW, in which case an extension request must be submitted within five (5) days after the triggering event.
143. TRW shall pay stipulated penalties according to the following schedule if TRW fails to comply with the terms and conditions set forth in this Order in the time and manner specified herein unless there has been: 1) a written modification of a compliance date signed by the Department; 2) a written modification of an approved work plan condition signed by the Department; 3) a force majeure event as defined in Section XVI; or 4) a pending dispute resolution pursuant to Section XV. If TRW fails to comply with the compliance dates listed in Section VI (Work to be Performed) of this Order, per day penalties set forth below are to be assessed beginning with the first day of noncompliance after the scheduled deadline in Section VI (Work to be Performed) of this Order.

PERIOD OF NONCOMPLIANCE	PENALTY PER VIOLATION
First through 30 th day	\$ 50.00
31st through 60th day	\$ 250.00
61st through 90th day	\$ 500.00
Beyond 91st day	\$ 1,000.00

144. Where a month, rather than a specific date or number of days is set forth in this Order, the compliance date, for purposes of calculating the stipulated penalties listed in this Section, shall be the last day of the month. Accordingly, the first day of noncompliance, for the purposes of calculating the stipulated penalties, shall be the first day of the following month.
145. The stipulated penalties set forth in this Section shall apply only to the schedules addressed in Section VI (Work to be Performed) of this Order.
146. All penalties set forth in this Section shall begin to accrue from the date of noncompliance and shall continue to accrue through the final day of noncompliance.

147. Stipulated penalties shall continue to accrue during the formal Dispute Resolution process or any appeal. In the event TRW prevails, stipulated penalties shall not be due or owed. The Department may, in its sole unreviewable discretion, waive, suspend or reduce the amount of any stipulated penalties, or the accrual of such penalties, due under this Section based on equitable considerations. The Department's decision on whether to exercise such discretion is not subject to Section XV. (Dispute Resolution).
148. All stipulated penalties accruing under this Section shall be due within thirty (30) days after TRW's receipt from the Department of a written demand for payment of such penalties. All payments under this Section shall be made by certified check made payable to the State of Missouri (Franklin County Treasurer as Custodian for the Franklin County School Fund) and delivered to the Attorney General of Missouri, Financial Services, P.O. Box 899, Jefferson City, MO 65102-899, Attention: Collections Specialist.

SECTION XVIII. NON-ADMISSION OF LIABILITY

149. TRW agrees to comply with and be bound by the terms of this Order. However, TRW does not admit, and retains the right to controvert in any subsequent proceedings, other than proceeding to implement or enforce this Order, the validity of the Findings of Fact, Conclusions of Law and Determinations set forth in this Order.

SECTION XIX. OTHER APPLICABLE LAWS

150. All actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable federal, state, and local laws and regulations. TRW shall be responsible for obtaining all federal, state or local permits necessary for the performance of the work described herein.

SECTION XX. SEVERABILITY

151. If any provision of this Order or the application of this Order to any party or circumstances is held by any judicial authority of competent jurisdiction to be invalid, the remainder of this Order shall remain in full force and shall not be affected thereby.

SECTION XXI. INDEMNIFICATION OF THE STATE OF MISSOURI

152. The Parties to this Order agree to indemnify the state of Missouri and to hold the State, its agencies, Departments, agents and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of the Parties, their employees, agents, servants, receivers, successors, assigns or subsidiaries in carrying out activities under this Order. The State or any agency or authorized representative thereof shall not be held as a party to any contract entered into by the Parties in carrying out activities under this Order. Similarly, the Parties or their agents, contractors, employees, successors and assigns shall not be held out as party to any contract entered into by the State.

SECTION XXII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

153. The effective date of this Order shall be the date upon which TRW receives the fully executed Order as evidenced by the certified mail receipt.
154. All time lines for performance and compliance begin to run from the effective date of this Order.
155. This Order may be amended by mutual agreement of the Department and TRW. The obligations of the other signatories are limited to Paragraph 74 (recording the covenant) and Section X (Access), so any “mutual agreement” by the other signatories to this Order are limited to those provisions. Any such amendments shall be in writing and shall be effective when TRW receives such fully executed amendments as evidenced by the certified mail receipt. The Permits Section Chief of the Department’s Hazardous Waste Program is authorized to extend in writing any date, deadline, or schedule contained in any Department-approved work plan or report without a formal amendment of this Order.
156. No informal advice, guidance, suggestions or comments by the Department regarding reports, plans, specifications, schedules or any other writing submitted by TRW shall be construed as relieving TRW of its obligations to obtain such formal approval as may be required by this Order.
157. The terms stated hereinabove constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the

parties, be they express or implied, oral or written, except those which are expressly set forth herein. The terms of this Agreement supersede all previous memoranda of understanding, notes, conversations and agreements express or implied.

SECTION XXIII. TERMINATION OF EPA CONSENT ORDER

158. After the effective date of this Order, the Department agrees to support TRW's efforts to seek termination of its responsibilities under the 1993 EPA Administrative Order on Consent.

SECTION XXIV. TERMINATION

159. The provisions of this Order, including but not limited to all requirements in Section VI of this Order, shall be deemed satisfied by TRW, and this Order shall terminate, upon TRW's receipt of the Department's approval of TRW's CMC Report submitted pursuant to Paragraph 80 of this Order and TRW's written certification submitted pursuant to Paragraph 83 of this Order.
160. Termination of this Order shall not, however, terminate Section XI. (Record Preservation), and Section XIV. (Covenant Not to Sue and Reservation of Rights) of this Order, or any requirements and/or restrictions established in the environmental covenant required by Paragraph 74 of this Order.

SECTION XXV. COST RECOVERY

161. The Missouri Hazardous Waste Management Law at 260.375(30), RSMo, provides that owners/operators of hazardous waste facilities performing corrective action pursuant to sections 260.350 to 260.430 RSMo. shall pay to the Department all reasonable costs, as determined by the Missouri Hazardous Waste Management Commission, incurred by the Department in the oversight of corrective action investigations, monitoring or clean-up of releases of hazardous waste or hazardous constituents at hazardous waste facilities. In general, this oversight includes review of the technical and regulatory aspects of corrective action plans, reports, documents, and associated field activities.
162. The direct costs associated with travel of Department staff to the Facility for the purpose of corrective action oversight of work performed pursuant to this Order including, but not limited to, expenses incurred for lodging, meals and mileage based on the rates established by the state of Missouri, are recoverable at actual cost. Corrective

action-related costs associated with public notification and Department public hearings, including legal notice costs, media broadcast costs, mailing costs, hearing officer costs, court reporter costs, hearing room costs and security costs, in connection with work performed pursuant to this Order are also recoverable at actual cost.

163. The Department will invoice TRW on a quarterly basis for work performed during the previous quarter. The Department shall submit to TRW an invoice in sufficient detail to allow TRW to identify the nature of the work done, the personnel performing the work and the hours to perform the work described. These invoices shall also include a detailed accounting of any direct expenses incurred that are recoverable.
164. TRW's total cost for corrective action oversight will depend on the nature, scope and complexity of corrective action measures implementation including long term stewardship, and the corresponding level of Department oversight required. All funds remitted by TRW pursuant to this Order will be deposited in the Hazardous Waste Fund created by Section 260.391 RSMo.

SECTION XXVI. SIGNATURES

So Ordered: DEPARTMENT OF NATURAL RESOURCES

07/24/2017
Date

[Original signed by Angie McMichael]
Angie McMichael
Acting Director
Hazardous Waste Program

07/20/2017
Date

[Original signed by Shawna Bligh]
Josh Hawley
ATTORNEY GENERAL

Shawna Bligh
Assistant Attorney General

June 14, 2017
Date

By: Sarah Kirkwood
Title: V.P. and General Counsel

[Original signed by Sarah Kirkwood]
TRW Automotive U.S. LLC

6-20-17
Date
By:
Title: [Original signed by Kevin Ijames]
Rokwell Industries, Inc.

6-20-17
Date
By:
Title: [Original signed by Kevin Ijames]
Sullivan Warehousing, Inc.

6-20-17
Date
By:
Title: [Original signed by Kevin Ijames]
Sister Property, Inc.

6-20-17
Date
By:
Title: [Original signed by Kevin Ijames]
Ace Manufacturing and Parts Co.