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July 13, 2005

Via email/regular mail

Virginia Curry, Esq.

USEPA

290 Broadway, 17th Floor

New York, NY 10007

RECEIVED

JUL 14 2005

Re: Ford Motor Company/Borough of Ringwood
Draft Administrative Order on Consent

Dear Ms. Curry,

This letter follows up our discussions with regard to the draft Administrative Order on Consent (AOC). The Borough recognizes that the remaining Ford waste may jeopardize the health and safety of the community and its residents and will do everything reasonable to cooperate with Ford and EPA to resolve this matter quickly. What puzzles us, however, is why EPA wants the Borough to sign the AOC. EPA had Ford sign half a dozen AOCs the first time around and never required that the Borough sign any of them.

The draft AOC exposes the Borough to 100% of the cost to do work that Ford should have done years ago. This additional work may cost millions or tens of millions of dollars. The Borough cannot reasonably commit itself to such numbers and cannot properly budget for this expense since the amount required for the Borough to comply with the AOC is unknown. The Borough discussed this concern with George Pavlou, Director, EPA Emergency and Remedial Response some time ago when Ford sludge was found popping up again. In his letter of December 26, 2003 to an attorney for local residents, Mr. Pavlou stated that, "EPA assured the officials that Ford was still responsible for removing significant paint sludge contamination." The draft AOC nevertheless puts all that cost to the Borough since it does not allocate responsibility between Ford and the Borough.

EPA's insistence that the Borough execute the AOC has compelled us to look closely at the document. This critical review has raised a number of significant issues. They are outlined below.

Elements of CERCLA Responsibility.

The AOC's Conclusions of Law seem unsupported by the facts. To attach CERCLA liability to the Borough, EPA must prove that: (1) the Borough falls within one of four enumerated categories of responsible parties (present owners or operators, past owners or operators, generators or transporters); (2) the site is a "facility" as defined in the Act; (3) there is a release or threatened release of hazardous substances at the facility; (4) EPA incurred costs in responding to the release or threatened release of hazardous substances; and (5) the costs and response actions conform to the National Contingency Plan. My immediate concerns are with regard to the first three elements.

The Borough as a Responsible Party and the Definition of "Facility."

What strikes me as most peculiar about the AOC is the undefined scope of the facility to be investigated. The document does not define "facility" at all but uses the term "Site" and it defines "Site" as 455-acres generally depicted on a map attached as Attachment B, which has not been provided to us. At our recent meeting you told me the facility is really the 900-acres that Ford bought in 1965.

This amorphous definition is troubling because it does not define the boundaries of your intended investigation. For the sake of this discussion, however, I am going to assume the "facility" will be the 900-acres purchased by Ford. If this is the case, the Borough objects for reasons discussed below.

The AOC also requires that Ford and the Borough agree to undertake investigative plans in various locations across the Site even though most of those plans have not yet been prepared, provided to us or approved by EPA. The document further permits EPA to tack on additional investigative plans as EPA may desire or as pressure from others may dictate without the Borough's prior consent. The document further provides that if the Borough objects to any of these future undefined plans for any reason, the Borough will be subject to stipulated penalties of hundreds or thousands of dollars per day. This may be acceptable to Ford, since the focus of the investigation is Ford waste, but it is not acceptable to the Borough.

Facility.

EPA now defines the "Site" as the 900-acres Ford bought in 1965 (even though the AOC references 455-acres) and, at Paragraph 12, further describes the Site as an area consisting of rugged forested areas, open areas overgrown with brush, abandoned mine structures, sealed mine shafts and filled mine pits, an open ore conveyance shaft, an inactive municipal landfill, an industrial disposal area, small surficial dumping areas, a

municipal recycling center, the Ringwood Borough garage and approximately 50 private residences located north of Margaret King Avenue.

Paragraph 31 of the AOC concludes that the Ringwood Mines/Landfill Site is a "facility" as defined by CERCLA; however, I do not understand how this is the case. It does not appear to me that CERCLA permits a "facility" to be defined simply as a hatch-lined area on a map covering hundreds and hundreds of acres. Sierra Club v Seaboard Farms, 387 F.3d 1167 (C.A. 10 Okla. 2004).

CERCLA Section 101(9) defines "facility" to mean (A) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, or aircraft, or (B) any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located; but does not include any consumer product in consumer use or any vessel.

To conform to 101(9)(A), EPA must define the facility specifically as the Cannon Mine pit, the Peter's Mine area, the O'Connor Disposal landfill or some other individual or series of descriptive sites. To conform to 101(9)(B), EPA could use a general description of the area as it has done, but only if the area is a "site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located." In either case, however, EPA must tie the facility to the release or threatened release of a hazardous substance. This has not been done given the gargantuan area covered by EPA in its definition of the facility. EPA has used both the specific subsection (A) and general subsection (B) approach to defining the facility and in each case has failed to tie the facility to the release of a hazardous substance.

The difficulty in tying these two elements together (location and release) is due to the fact that the Site has already gone through the painstaking scrutiny of a CERCLA investigation and cleanup. In the December 26, 2003 letter from George Pavlou, he set forth the administrative record in this matter with considerable detail. He then concluded that, "The record supports EPA's position that it has taken appropriate actions to remediate the Site and that the Site does not pose a current threat to the health of residents at the Site." This conforms with the 1988 Record of Decision, the Notice to Delete the Site from the NPL, the 1998 Five Year Review Report and the 2003 Addendum to the Five Year Review Report wherein, for example, EPA stated that, "the Site is protective of public health and the environment and is expected to remain so."

I do not believe there is a reasonable factual foundation to conclude that the entire 900-acre site qualifies as a CERCLA "facility" that is still being impacted by the release or threatened release of a hazardous substance. Ford's current reconnaissance work

proves this to be the case. Ford has not found paint sludge in most places it has looked and, where Ford has found sludge, it has already removed it.

The Borough submits that, not until Ford completes its reconnaissance work can the new "facility" correctly be defined for the purposes of this new AOC. The new facility should be identified by specific site identifiers as permitted by 101(9)(A) or generally by area as permitted by 101(9)(B), but only after the location of hazardous substances are known or reasonably inferred. Recapturing the old 900-acre facility as the new "facility" as if the last twenty years of investigation, cleanup and monitoring did not occur is over inclusive and burdensome to the Borough. That is not to say, however, that the Borough disapprove of EPA's efforts to compel Ford to come back to do this work. We whole-heartedly do approve of that effort. Making the Borough pay for it all is what we object to.

Release or Threatened Release of a Hazardous Substance.

Paragraph 33 of the draft AOC states that, as a result of the conditions referenced in Paragraphs 16, 17 and 20 of the document, there has been an actual or threatened release of a hazardous substance from the facility. I disagree. All of these paragraphs address conditions in the area that existed prior to Ford undertaking the cleanup years ago to EPA satisfaction. For example, paragraph 16 discussed groundwater samples taken in 1983. Paragraph 17 discussed the remedial investigation undertaken by Ford from 1984 through 1987. Paragraph 20 discussed groundwater conditions taken after the remedial work was done showing slightly elevated levels in groundwater that did not pose an unacceptable health risk. The 1988 ROD, the 1994 Notice to Delete and the 1998 and 2003 Five Year Reviews prepared by EPA have concluded that, as a result of the work performed by Ford, hazardous substances at the site have been addressed to EPA satisfaction. How does all that now get reconstituted as a release or threatened release of a hazardous substance across 900 acres? Where are the findings of fact regarding a recently discovered release or threatened release of a hazardous substance? No such facts are set forth in the AOC.

It appears that the only area where paint sludge has been recently discovered is the area west of the Cannon Pit and perhaps sporadic locations identified by local residents and others. Those locations have not been referenced in the draft AOC. That is because the reconnaissance survey has not been completed and the boundaries of the new facility have not yet been reasonably determined. As such, EPA appears to be bootstrapping factual findings from 20-years ago as present findings and ignoring the intervening cleanup that was undertaken to EPA's satisfaction.

I submit that references to Paragraphs 16, 17 and 20 should be deleted and that EPA should wait until the reconnaissance survey is completed to determine where

specifically hazardous substances have been released or are threatened to be released so that the new facility can be correctly defined.

The Borough as a Responsible Party.

Paragraph 35b of the draft AOC defines the Borough as a responsible party because it is a current owner of the property and because it arranged for the disposal of hazardous substances. I disagree. I will accept that the Borough is the current owner of certain tax lots referenced on the tax maps of the Borough. However, I do admit that the Borough is the current owner of the 900-acre facility. I also do not admit that the Borough arranged for the disposal of Ford's waste. (See discussion below). I further submit that if EPA is arguing that the Borough arranged for the disposal of municipal solid waste and that constitutes a release or threatened release of a hazardous substance, I disagree with that as well. That issue was extensively examined during the first CERCLA exercise at this site and no such evidence was found. In addition, no such allegation is made in the AOC. There has also been no new disposal of municipal solid waste in the area since then. If, for example, EPA is arguing that ancient buried automobiles are contributing to the release of hazardous substance, I submit that no such proof has ever been found despite the first CERCLA exercise and that the focus of EPA's investigation this time around does not focus on buried cars, at least from my review of the investigative plans shared with me so far.

For the Borough to be a responsible party it must be responsible in some way for some part of a facility.

First, the 260 acres which Ford conveyed to PSE&G were never owned or operated by the Borough. (See attached Document Chronology – Paragraph 80). Therefore, this part of the facility is not the responsibility of the Borough.

Second, the 218 acres that Ford conveyed to High Point Homes were never owned or operated by the Borough. (See attached Document Chronology – Paragraph 80). Therefore, this part of the facility is not the responsibility of the Borough.

Third, the 109 acres that Ford conveyed to the State of New Jersey were never owned or operated by the Borough. (See attached Document Chronology – Paragraph 67). Therefore, this part of the facility is not the responsibility of the Borough.

Fourth, the 290 acres that Ford gifted to the Borough in 1970 was never used by the Borough for the disposal of Ford's hazardous waste.

Fifth, the 35 acres that Ford sold to How-To Corp. were acquired by the Borough by way of tax foreclosure in 1981 and therefore the Borough is exempt from CERCLA liability.

Third Party Defense/Passive Interim Owner Defense.

Presuming that recently discovered paint waste is being discovered on property currently owned by the Borough, the Borough has a reasonable third party defense as set forth in CERCLA Section 107(b)(3) in that the recently discovered waste is related solely to Ford, not the Borough. In addition, to the extent that recently discovered paint waste is being discovered on property once owned by the Borough, but no longer, the Borough has a reasonable passive interim owner defense.

The third party defense requires that the Borough establish by a preponderance of the evidence that (1) the release or threat of release of a hazardous substance and the resulting damages were caused solely by an act or omission of Ford and not an employee or agent of the Borough, (2) Ford's act or omission did not occur in connection with a contractual relationship (either direct or indirect) with the Borough, (3) the Borough exercised due care with respect to the hazardous substance; and (4) the Borough took precautions against the third party's foreseeable acts or omissions and the foreseeable consequences resulting therefrom. CERCLA Section 107(b)(3).

The passive interim owner defense requires proof that the Borough was not responsible for the initial dumping of Ford waste which occurred prior to its ownership, that the Borough did not disrupt Ford's dumped waste during its ownership and that the Borough later sold the property to someone else. The substance of the defense is that, since the Ford hazardous waste was only leaching (if at all) during the Borough's ownership of the property, that is passive activity which does not arise to the level of active conduct, such as releasing, pouring and emitting which is required by CERCLA. United States v. CDMG Realty Company, 875 F. Supp. 1077 (D.N.J. 1995).

Both of these defenses have the same focus and that is that someone other than the Borough is responsible for placing paint sludge at the property, whether the property is currently owned by the Borough or formerly owned by the Borough.

Ford would have us believe that the Borough is liable for Ford's waste simply because the Borough is or was the owner of property where the Ford waste has been or is now being found. This liability theory based on status alone does not take into consideration the third party defense and passive interim owner defenses that are quite viable here.

The Borough can establish all the elements of these defenses. To do so, I will be referring to the attached Document Chronology that summarizes documents in my possession obtained from the Borough, Ford and elsewhere, all of which are in EPA's possession. The numbers in parentheses refer to the paragraph numbers in the Document Chronology, which in turn refer to primary source materials.

Factual Chronology.

The focus of the third party defense and the interim owner defense is the idea that a third party was solely responsible for the release of a hazardous substance. Ford fits that description. Ford was solely responsible for the release of paint sludge and drums at the site.

Ford acquired the approximately 900-acre parcel in Ringwood in January 1965. (2). Through its development entity, Ringwood Realty Company, Ford wanted to redevelop the parcel into an industrial park, garden apartments and homes for its employees (4) and undertook considerable work to seal the mines and clear the area of junked cars to proceed with this plan. (5)(6)(7)(10).

However, even though Ford was cleaning up the area, Ford was also adding waste to the area (circa 1965-1967). Ford permitted Monroe Carting & Transfer Systems, Inc. from Monroe, NY to dump waste from Greenwich, Connecticut in the Cannon Mine Pit (9). Ford also contracted with Round Lake Sanitation Co. to dump waste in Ringwood. (14). Ford did not notify the Borough about this dumping activity and when the Borough discovered it, the Borough issued Ford a cease and desist order. (11)(12).

We suspect that Ford was using Monroe Carting and/or Round Lake Sanitation to dump Ford's industrial waste, including paint sludge from its Mahwah plant in the Ringwood area for the period 1965-1967. Ford had no vested interest in making sure the waste from Greenwich, Connecticut was disposed of, but it did have a vested interest in making sure waste from its Mahwah plant was disposed of.

Given the fact that Ringwood denied Monroe Carting and Round Lake Sanitation access to the area to continue dumping, Ford was without a hauler for its own plant waste. In 1967, O'Connor Trucking & Haulage Corp. contacted Ford and offered its services. (14). Ford made a good deal with O'Connor and signed them up. (The Ford Property Manager stated, "I authorized a contract with a new waste disposal outfit (not garbage, just trash) which will bring us \$800 per month (\$300 more than we had been receiving previously), in one of the mine shafts. Part of the trash comes from our Mahwah plant." (16).

The mineshaft first used by O'Connor was apparently the Cannon mine pit. In January 1968, O'Connor made an arrangement with Ford to use the Peter's Mine area as an additional dumping area for Ford's Mahwah industrial waste. (19). As with Monroe Carting and Round Lake Sanitation, Ford again did not notify the Borough about the dumping arrangements it had just made with O'Connor. The Borough discovered it on its own in January 1968. (20).

Within short order, O'Connor was out of compliance with NJ Department of Health sanitary codes. In April 1968, Ringwood Realty Co. was facing fines for O'Connor's poor dumping habits (21), even though O'Connor had promised Ford and the Borough that it would comply with all appropriate code requirements (18). Nevertheless, Ford continued to contract with O'Connor to handle its Mahwah plant waste. (17)(23)(27).

Ford was not O'Connor's only customer. O'Connor was dumping waste in Ringwood for a lot of other customers besides Ford. Ford knew O'Connor was engaged in this practice but did not know who the other customers were. This began to concern Ford. In 1969 Ford wanted O'Connor to tell them about the other customers; who they were, type of waste, etc. (24)(25)(26). Ford also wanted an assignment of O'Connor's accounts receivable. (26).

As early as 1967, Ford realized that its redevelopment vision for the Ringwood area had "disappeared." (16). As such, Ford wanted to sell its Ringwood property, especially if it could not use it for dumping. (16).

Not until the Borough began to discuss the idea of forming a Solid Waste Management Authority in August 1970 did Ford form the idea of gifting 437 acres to the Borough. (41)(42). Ford, however, was concerned with the Borough's ability to put together a Solid Waste Management Authority and begin using a process of waste management the Mayor was interested in at the time (The English Process). Ford did not want to get involved with the Borough's "political plan" because it might tie-up Ford's ability to continue dumping its Mahwah industrial waste in Ringwood. (42). As such, in September 1970 Ford offered to gift 290 acres to the Borough if the transfer could occur within 6-weeks. (42). As the plan unfolded, Ford decided to gift less than the original 437 acres because Ford wanted to retain its dumping rights on the property which O'Connor was already using. (42).

In a memo dated October 22, 1970, the Ford Property Manager wrote that the Borough just adopted an Ordinance to accept the gift of 290 acres and that, "about 150 acres (the dumping area) is retained by Ringwood Realty Corp. which will continue to be used for a dumping area in cooperation with either the Borough or other outside operations." (48). The gift of 290 acres to the Borough occurred by deed dated November 2, 1970. (50).

Ford continued to use O'Connor through 1970 and into 1971 (57). However, by 1971, O'Connor's performance was terrible. O'Connor serviced Ford poorly and maintained the landfill poorly. (58). As a result, Ford decided to fire O'Connor (58), which it did in May 1971. (60). Ford then tried to get Industrial Services of America, Inc. (ISAI) as its new waste hauler (58). However, objections from the North Jersey District Water Supply Commission prevented this from occurring (61)(64).

This left Ford with an inventory problem. It had property it could not use for redevelopment or waste dumping. Ford, therefore, decided to get rid of it. How to do so was the issue. Ford knew the property was contaminated by O'Connor and Ford did not want that news to get out. In a memo dated December 1971 (68), Ford discussed the situation:

Ford still owns approximately 150 acres of the Ringwood Mine area, which is the location of the dump site formerly used by O'Connor, and which we want to continue using. This property originally encompassed 500 acres of which 350 were given to the City of Ringwood Solid Waste Authority who have the responsibility of administering the area. The dumping permit, however, has to be issued by the Environmental Agency of the State of New Jersey along with the concurrence of the State Water Quality Board.

Unfortunately, the former contractor, O'Connor, did not adequately operate his dumping operations so as to prevent pollution of a small stream which flows through the property and into a water source leading to a major reservoir used for drinking water. This stream became definitely polluted as a result of paint and other refuse finding its way into the water course. Accordingly, the state is very hesitant about issuing permits for any continued dumping operations, even with the assurance of Ford Motor Company that it will be adequately policed and operated. [Emphasis added]

In a June 1972 memo (71), Ford continues with its divestiture plan and states that the 151 acre parcel was withheld from the earlier land gift to Ringwood because "we wanted the parcel to be continued as a dump site for the Mahwah Assembly Plant and there was no assurance the Borough would continue this use with property under its control." The memo further stated that, "The Plant Engineering Office has recently determined this parcel cannot be operated economically as a dump site for the Plant. Accordingly, we recommend that the property be placed on the open market for sale at \$700 per acre with authority to accept an offer no less than \$500 per acre, \$350 below its appraised value." Some of the reasons offered in the memo for why the land should be sold cheap was because, "the area used as a dump site for numerous years is leaching into public water supply and represents a contingent liability." [Emphasis added] The memo finally states that if no interest is shown, the land might be donated to a tax deductible entity.

There was no interest in the property on the open market during the year June 1972 to June 1973. As such, by June 1973, Ford's final divestiture plan was to donate 100 acres to the State of New Jersey and 45 acres to How-To, Corp. despite its concerns that the recipients of the gift might raise questions about the possibility of pollution. The divestiture plan is described in a memo dated June 1973 (80). The memo states:

The waste contractor for the Mahwah plant was given a permit to dump on the Ringwood property and the low areas and mines were used for this purpose until mid 1971. The plant and the state were not satisfied with the contractor's service or his control of the dump site. His right to dump on the property was terminated, and the Company made efforts to get a new contractor and a permit for this contractor to use the Ringwood property as a landfill. After much effort, the state agreed to grant a permit, but subject to restrictions imposed by the North Jersey District Water Supply Commission, which controls a nearby reservoir. Plant engineering Office determined the restrictions could not practically be complied with and abandoned Ringwood property as a dumpsite.

The property was placed on the market in June 1972, just after Plant Engineering advised the site would not be of use to the Company as a dump site, so it is presently on the market.

We should seek a donation by first laying a foundation for the gift with the selected donor by securing from the donee a written request asking for the donation. The most likely candidates are the State of New Jersey (Department of Environmental Protection) and "How-To, Inc.," a non-profit corporation funded by DOE and the State. We have such a letter from How-To, Inc., but not one from the State.

We could probably make a donation to How-To, Inc., sooner with fewer questions and less risk of inquiry and exposure as to the general condition of the property. We should determine whether How-To by its charter can receive donations and own real estate.

The state would be intrigued with receiving the property at no cost but also would be more suspicious and make more inquiry as to the general condition of the property. The state's Department of Environmental Protection also has jurisdiction over solid waste disposal, and it would not take much of an inquiry for the State to determine that the former landfill presents some problems. Accordingly, the State could condition receipt of the gift and thereby cause Ringwood Realty Corp. cash expenditures not anticipated in a donation at this time. To effect a donation with the State will take a minimum of six months. [Emphasis added].

In December 1973, Ford made the donations to How-To and NJDEP. By this time, Ford no longer owns property in Ringwood.

First Element – Sole Action. It is the Borough's position that nothing about this factual chronology suggests the Borough was working with Ford in the disposal of Ford's waste. Ford alone contracted with O'Connor, Monroe Carting and Round Lake

Sanitation to dispose of Ford's waste. The Borough had nothing to do with it. O'Connor, Monroe and Round Lake were not employees or agents of the Borough.

Ford argues that the Borough was working with Ford in the disposal of Ford's waste based on an August 1970 letter from Borough Mayor Kulik to Ford (41). Mayor Kulik was touting the idea of The English Process at that time and stated, "The Ringwood Council and myself have permitted the dumping of all the industrial waste from the Mahwah assembly plant be disposed of in this area known as the Ringwood Mines."

Ford argues that this statement by the Mayor is akin to a partnership, joint venture, contract, arrangement, etc., wherein Ford and the Borough agreed to work together in some fashion to dispose of Ford's waste at the Ringwood Mines area. I disagree. At best, the argument can be made that the Borough was acting under the color of its police powers to make sure O'Connor complied with the requirements of applicable Borough Ordinances and sanitary codes that address local permits, inspections, etc. because that is exactly what the Borough was doing. Ford's argument is similar to the argument raised by PRPs in landfill cases where they claim NJDEP is an owner or operator of a landfill because it permitted the use of the landfill and inspected it. That argument has always been deemed unpersuasive and it is unpersuasive here too. See, U.S. v. Rohm and Haas Co., 939 F. Supp. 1157 (D.N.J. 1996).

Second Element – No Contractual Relationship. Mayor Kulik's comment also cannot be considered a contractual relationship with Ford, direct or indirect, because it does not amount to a land contract, deed, or other instrument transferring title or possession. CERCLA 107(b)(3).

Third Element – Due Care. The Borough also exercised due care with respect to the Ford waste because, when it was first discovered in the late 1970s/early 1980s, the Borough brought in NJDEP and EPA and the area was placed on the National Priorities List and was addressed to EPA satisfaction.

Fourth Element – Precautions. The Borough also took precautions against Ford's foreseeable acts or omissions and foreseeable consequences resulting therefrom. For example, the Borough made Ford cease and desist the dumping operations by Monroe Carting and Round Lake Sanitation when that unknown dumping activity was discovered by the Borough in 1967. (11)(14). The Borough also tried to make O'Connor comply with applicable code requirements in 1968. (18). What was not foreseeable was the fact that Ford knew O'Connor's bad dumping habits were contributing to the pollution of the area (68) and that Ford intended to keep this problem a secret. (80). That secret was well kept, which is why the consequences of O'Connor's dumping activity was not discovered for almost 10 years after the dumping had ended.

The bottom line here is that the Borough did not orchestrate, control or arrange the dumping of Ford waste at the site and EPA is not focused on municipal solid waste

because that is not the issue of concern here. Ford controlled its own dumping; Ford controlled what parcels it would convey, when it would convey them and to whom it would convey them; and Ford controlled what it would say or not say about the contaminated condition of the property when it did convey. Ford chose to say nothing about the contaminated condition about the parcels. These facts support the third party defense and passive interim owner defense.

Summary of Comments to the Draft AOC.

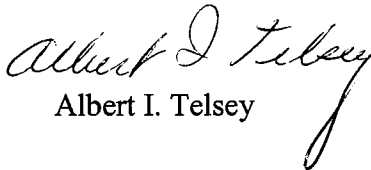
Given the background provided herein, the Borough's comments to the draft AOC are as follows:

1. A definition of "facility" must be adequately stated by referring to current site conditions.
2. A description of "release or threat of release" must be adequately stated by referring to current site conditions.
3. Paragraph 6 must limit the Borough's responsibility to work related to property owned by the Borough.
4. Paragraph 11, the definition of "municipal solid waste" should remain.
5. The AOC should be amended to state that it does not apply to municipal solid waste.
6. Paragraph 11, the definition of "Site" should refer to the definition of "Facility" and an appropriate definition of "Facility" should be provided.
7. Paragraph 15, proposed language from Ford should be omitted (regarding Ringwood allowing O'Connor to dump).
8. The three paragraphs proposed by Ford after Paragraph 15 should be omitted.
9. Paragraph 25, reference to the Borough acquiring the property with knowledge of the disposal of waste must be eliminated or modified to reflect that the Borough acquired with knowledge about solid waste but not hazardous waste.
10. Current events related to the discovery or attempted discovery of additional Ford waste beginning in 2004 should be added to the end of factual statements.
11. Paragraph 31, reference to "facility" must be modified as discussed herein.

12. Paragraph 33, reference to "release/threatened release" must be modified as discussed herein.
13. Paragraph 35a should be eliminated since it defines the Borough's potential liability trigger incorrectly.
14. Paragraph 35c should be amended to state only that the Borough is the current owner of a part of the facility. Ford's suggested language about owner/operator liability should be eliminated.
15. Paragraph 38 and the Paragraph after 99 added by Ford should not state the AOC is an Administrative Settlement since it is not.
16. Paragraph 44, the Statement of Work must be defined specifically without catchall language permitting the ability to tack on unlimited additional tasks.
17. Paragraph 85 should split out the past response costs due from Ford and those due from the Borough.
18. Paragraph 86 (future response costs) should be modified as suggested by Ford.
19. Paragraph 101, the Borough's existing insurance coverage shall be deemed adequate. Proof of coverage can be provided to EPA.
20. Paragraph 102, the Borough shall not be responsible for posting financial assurance.

Thank you for the opportunity to provide these comments.

Sincerely,


Albert I. Telsey

Enclosure

Cc Mayor and Council, Borough of Ringwood
Kenneth Hetrick, Business Admin., Ringwood
David Hayes, Esq., Ford Counsel
John Corbett, Esq., Ford Counsel
Joseph J. Maraziti, Esq.
Sui Leong, H2M Group

Document Chronology

1. Ringwood mines are grouped in five lines. Beginning with the southeast vein going southwest, the mines are as follows:

- Blue, Hard, Mule, Little Blue, Bush and Wood Mines.
- Cannon and New London Mines.
- St. George, Miller and Keeler Mines.
- Cooper Mine
- Peters, Hope and Oak Mines.

Pustay, M. R. and Shea, T. K., "Abandoned Iron Mines of Passaic & Bergen Counties," NJ DOL, Division of Occupational Safety & Health, Office of Safety Compliance (1992).

2. January 7, 1965. Ringwood Realty Co. purchases property from Pittsburgh Pacific Co. Ford 1983 104(e) response.
3. The Pittsburgh Pacific Mines Co. is selling the Cannon and Peter's mine area to the J. I. Kislak real estate firm, agent to Ford Motor Co., for \$500,000. Lawyer for Pittsburgh Pacific Mines Co. is Uldric L. Fiore, esq., who is also attorney for the Ringwood Planning Board. Newspaper article titles, "Death Valley," date unknown. Sale occurred in October 1964. Trends Newspaper, Sunday, May 23, 1965.
4. Ringwood Realty Co. plans to build an industrial park, garden apartments and homes on 900-acre track. Trends Newspaper, Sunday, May 23, 1965.
5. Ringwood Realty Co. is a Division of the J. I. Kislak real estate company of Newark, NJ, acting as a real estate arm for Ford Motor Co. Ringwood Realty Co. is working with state officials to seal the mines. The Paterson Morning Call, 7-26-65.
6. Ringwood Realty Co. is trying to remove abandoned cars in the mine shafts in order to begin redevelopment. Frank Lynford, J. I. Kislak real estate company, estimates 10,000 cars are in the mine area. Many are in the mines themselves. The work is taking longer than expected. Cars in the mines may be left there. The Patterson Morning Call, July 21, 1965.
7. Councilman Kulik wants Ringwood Realty Co., owner of the mine area, to step up efforts to cap, fill or fence the mines as required by Borough Ordinance. Trends, July 21, 1965.

8. The Borough had been using a certain mine shaft (unnamed) for many years to dump garbage. Much of it settled over the years. Paterson Evening News, July 22, 1965.
9. About December 1965. Letter from Ringwood Realty to Monroe Carting & Transfer Systems, Inc., Monroe, NY (Pasquale D'Arco). License to Monroe Carting to dump non-combustible waster from Town of Greenwich, Conn. (furniture, logs, tree stumps, trimmings, grass cuttings, excluding garbage and residue) to Cannon Mine pit. Indemnity required.
10. 1965. Third Annual Report. Ringwood Planning Board. This document indicated that Ringwood was experiencing a population growth, that a large sanitary landfill operation application was denied and that the mine area redevelopment plan was delayed due to legal issues. With regard to the mine area, the report also indicated that the NJ Dept of Mines removed over 500 abandoned vehicles from 31 of 33 mine shafts and sealed them off. It also mentioned that the Ringwood Realty Company demolished industrial structures and abandoned residences in the Peters Mine and Cannon mine areas.
11. November 24, 1967. Borough told Ringwood Realty Co to stop dumping in the mine holes. Letter from Wm. E. Betts, Ringwood Board of Health to Mayor and Council.
12. November 27, 1967 letter from Kislak (Frank Lynford) to Monroe Carting (Joseph Mongelli) telling him he has to stop dumping per letter from Ringwood.
13. December 1, 1967 letter from Ringwood Realty to O'Connor Trucking & Haulage Corp. License to O'Connor to dump in Peter's Mine. Allegedly the same materials dumped by Monroe Carting (The letter is a copy of the one sent to Monroe Carting in Dec. 1965, subject to a few modifications.
14. December 11, 1967 letter from J. I. Kislak (Frank Lynford, Manager) to Ford Motor Company. Lynford said Ringwood Bd. of Health told him he had to stop dumping. Lynford said they had been using Round Lake Sanitation Co. He told Round Lake to stop dumping. He then said he had been approached by O'Connor Trucking & Haulage Co. He said O'Connor has a good relationship with the Borough and that O'Connor would like to operate the dump site for \$800/mo. He enclosed a copy of the original rental agreement with Monroe Carting and said he could enter into a similar arrangement with O'Connor. He enclosed a copy of O'Connor's letter of December 6, 1967 with an \$800 check.

15. December 12, 1967. O'Connor Trucking tells Borough it has reached a tentative agreement to lease the mine are property from Ringwood Realty in order to construct sanitary land filling operations. Letter from Charles O'Connor to Borough.
16. December 21, 1967 Memo from Ford Motor Company (Arthur Basse, Property Manager) to S. A. Seneker re: Ringwood. Basse says the idea of constructing low cost housing in Ringwood for Mahwah plant employees has "disappeared" and the "Automotive Assembly Division wants to get out of this project as soon as possible because it is consuming considerable time (especially of Mr. O'Sullivan)." The Automotive Assembly Division has requested transfer of the file to Property Management. The Ford Assistant Treasurer thought a new real estate development corporation might be formed and, if that is the case, the matter should be with Property Management. The Assistant Treasurer was pointing to a roughly 220 acre track south of Margaret King Highway since there are no Jackson Whites in this area. Sale of this parcel could recoup about \$320,000, ½ of Ford's \$600,000 investment in Ringwood to purchase the 900 acre track. Mr. Lynford with Kislak is putting together a development plan. Basse also said in this memo that, "I authorized a contract with a new waste disposal outfit (not garbage, just trash) which will bring us \$800 per month (\$300 more than we had been receiving previously), in one of the mine shafts. Part of the trash comes from our Mahwah plant."
17. Sept 1967 – Sept 1968. Ford Motor Co., Mahwah Plant, waste disposal documentation indicates the Ford Mahwah Plant generated 100,000 cu/ft, 3,704 cu/yds. or 2,500 tons of paint sludge during this one year time frame. Documents also state that O'Connor Trucking was its contractor and that O'Connor/J. I. Kislak was paid \$320,000 for disposal of paint sludge and misc. paper refuse.
18. January 3, 1968. Letter from Borough clerk advises Borough Board of Health that O'Connor Trucking has entered into an agreement with Ringwood Realty to conduct a sanitary landfill operation using "primarily industrial refuse and dirt fill," that all appropriate code requirements will be met, that no garbage dumping will be permitted and that the Borough will continue to dump the Borough's heavy trash in this area as well.
19. January 18, 1968. Letter from Frank Lynford, Kislak, Inc. to Robert C. Lawson, Property Management Division, Ford Motor Co. advising him that O'Connor is dumping Mahwah industrial waste in Ringwood site and wants to reserve the old Peter's Mine excavation for an additional dumping area on a standby basis paying \$200/month.

20. January 23, 1968. Letter from Joan M. Kennedy, Secretary to Board of Health to Mayor and Council advising that the O'Connor Trucking agreement to sump was made without the knowledge of the Board of Health and was illegal, but that the Board of Health would abide by it as long as no violations are discovered.
21. April 23, 1968. Letter from Frank Lynford to George Kiroos, attorney from Ford Motor Company, advising him that Ringwood Realty is facing fines from the NJ Dept of Health for the dumping being done by O'Connor Trucking and that O'Connor indicates he will take responsibility for any fines.
22. July 1, 1968. Paterson Evening News article talks about cooperative neighborhood cleanup effort undertaken in mine area with oversight from Albert Getts, Chief of ther NJ Bureau of Mines undertaking oversight. Getts said cleanup was fine; however, O'Connor is dumping industrial waste into Peter's Mine.
23. July 28, 1969 Contract with attached Scope of Work between O'Connor Trucking and Ford Motor Co., Mahwah Plant, describes the paint sludge management requirements for disposal. 1969-August 31, 1972 is term.
24. August 25, 1969 letter from Florence C. Hayes, VP, Kislak to O'Connor requesting a discussion about O'Connor's other customers besides Ford, the types of waste he is hauling and if he is dumping into mine shafts. Also, account is behind date.
25. October 16, 1969 letter from Florence Hayes, VP, Kislak to Lawson, Ford Property Manager indicating O'Connor paid back payments for April through August 1969. Hayes indicates she agrees they should have more control over the money O'Connor gets from other customers.
26. October 22, 1969 letter from Ringwood Realty to O'Connor Trucking. License to dump which supersedes license issued December 1967. Materials referenced include furniture, logs, tree stumps, trimmings, grass cuttings, excluding garbage and residue. Location of dumping not stated, although map is supposed to be attached. Indemnity required. Ringwood Realty wants a list of O'Connor's customers. \$1,000/mo. Ringwood Realty wants an assignment of accounts receivable. Rent stated. O'Connor added an amendment to the license agreement that stated: "When we started dumping in July at the Cannon Mine Hole there was no fence or improvement made. In the event we move to an adjacent mine that will be fenced in we will repair and replace fence if necessary or whatever improvements are necessary."

27. 1969 Ford Motor Co., Mahwah Plant, waste disposal documentation indicates the Ford Mahwah Plant generated 175,000 cu/ft or 4,350 tons of paint sludge during 1969.
28. October 29, 1969 letter from A. E. Scala, Chief Civil Engineer, Ford Plant Engineering Office to Robert S. Lawson, Ford Property Management providing a map indicating the two areas in red on the attached map where O'Connor will be permitted to dump. Map entitled, "Ringwood Iron Mines, N.J. --- Property Surface Plan." Map not attached.
29. November 21, 1969. Ringwood realty sells 87.310 acres to High Point Homes, Inc. Ford 1983 104(e) response.
30. February 2, 1970 Ford Motor Co. Purchase Notification with O'Connor. Removal of production stock (plastic strips, rubber strips, pads, broken glass, located at Fidelity Warehouse, Newark, NJ & Mahwah.
31. March 17, 1970 letter from Robert Lawson, Ford Property Manager to Mrs. Hayes, Kislak, indicating that O'Connor is behind again in payments and that a meeting may be in order.
32. April 13, 1970 Ford Motor Co. Purchase Order Amendment with O'Connor, eff. August 13, 1970.
33. April 24, 1970 letter from O'Connor to Ford Mahwah Plant requesting price increase in disposal of waste.
34. April 24, 1970 Ford Motor Co. Purchase Order Amendment re: Blanket Order – Refuse Removal. (Addresses increase in price.)
35. April 25, 1970 letter from O'Connor to NJ Dept. of Health, Solid Waste Disposal Program regarding his response to the Dept.'s letter of 2-26-70 concerning the Cannon Mine Landfill. He said a fire halted operations, then cold weather preventing them from getting water and dirt on the site. Ringwood and West Milford continue to dump "heavy trash."
36. May 14, 1970 Ford Amended Purchase Order agrees to pay O'Connor's increased prices, subject to right of contract cancellation within 120 days.
37. May 14, 1970. Ringwood realty sells 207.97 acres to PSE&G. Ford 1983 104(e) response.
38. June 7, 1970. Ringwood Realty sells 18.54 acres to High Point Homes, Inc. Ford 1983 104(e) response.

39. June 15, 1970 Ford Motor Co. Purchase Notification with O'Connor. Operation of bailing house and disposal of refuse on Sunday June 14, 1970.
40. July 28, 1970 NJDEP issues a 1-year Certificate of Registration No. 16551001 to O'Connor for solid waste disposal and/or processing facility on lots 1, 3/block 600 and lot 1/block 601.
41. August 27, 1970 letter from Mayor Kulik to Henry Ford asking him to assist in the development of a new solid waste disposal technology (the English process) in the mine area since the Ringwood Realty Co plans fell through. The Mayor acknowledges that he and borough Council have been permitting the Mahwah plant to dump its industrial waste, but that the new process should reduce fires, which have been a problem.
42. September 14, 1970 memo from Robert Lawson, Ford Property Manager, discussing a meeting with Florence Hayes, Kislak co. and John Kulik, Mayor. Lawson said the Mayor talked about the English process, housing and the establishment of a solid waste authority. Lawson said Ford was interested in selling 437 acres of land to the borough, but that he did not want to get involved in a political plan. Sale would be conditioned on the sale occurring before November 1, 1970 and that Ringwood Realty would retain the dumping rights until the Borough had a disposal process in operation sufficient to handle the Mahwah plant.
43. September 23, 1970 Borough introduces and Ordinance to create the Ringwood Solid Waste Management Authority (RSWMA).
44. September 24, 1970, Garfield Trust Co. enters into an Assignment of contract monies with Ford to have those monies assigned to Garfield Trust.
45. October 9, 1970, public hearing was held with regard to creation of a Ringwood Solid Waste Management Authority. Ordinance adopted creating the RSWMA.
46. October 14, 1970 article in Midweek Suburban Trends states that the RSWMA was approved by the Borough the previous week. Councilman Dale Peters said the Borough generates 30-40 tons of garbage per week (per the road foreman), while O'Connor generates 200 tons per week. Councilman Frank Fahy said the Borough generated about 100 tons per week.
47. October 21, 1970 Council minutes state that J. I. Kulik has offered to donate 290 acres of land north of Margaret King Ave. and west of Peters Mine to the Borough. Map provided. Not attached.

48. October 22, 1970 memo from Robert Lawson, Ford Property Manager indicates that the Borough adopted an Ordinance to accept the gift of 290 acres and that "about 150 acres (the dumping area) is retained by Ringwood Realty Corp. which will be continued to be used for a dumping area in cooperation with either the borough or other outside operators."
49. October 30, 1970 article in the Newark Evening News states that Ringwood Realty donated 290 acres to the Borough that West Milford also dumps in the area. Dale Peters, Councilman, says Ford Motor Co has been dumping in the area for six (6) years.
50. November 2, 1970 Deed of Gift from Ringwood Realty to RSWMA approved by Resolution the same date. 289.89 acres. Ford 1983 104(e) response.
51. November 6, 1970 Council minutes indicate a suit was filed to challenge the creation of the RSWMA. According to a July 3, 1972 article in the Herald-News, the suit was brought by Philip and Sandra Watson who charged that the RSWMA should be invalidated because, in order for the RSWMA to be a self sustaining economic enterprise it would have to process 1,600 tons of refuse weekly and it only processes 100 tons weekly from Ringwood and 200 tons weekly from Ford. Plaintiffs therefore argue that the RSWMA was merely created as a shell entity for the benefit of Ford Motor Co. in the disposal of its waste.
52. November 13, 1970. Ringwood realty sells 122.03 acres to High Point Homes, Inc. Ford 1983 104(e) response.
53. November 25, 1970 Council minutes indicate the Council considered an Ordinance establishing costs and expenses for the treatment and disposal of solid waste originating in the Borough. Ordinance adopted December 11, 1970.
54. December 18, 1970 Appraisal by Gaffney Appraisal Co., 545 Cedar Lane, Teaneck, NJ. Appraisal appraised the 290 acre parcel gifted to the Borough and the 151 acre parcel retained by Ringwood Realty Co. Appraisal of the 290-acre tract was \$246,500. Appraisal of the entire 441 acre tract was \$375,000.
55. 1970 Ford Motor Co., Mahwah Plant, waste disposal documentation indicates the Ford Mahwah Plant generated 180,000 cu/ft or 4,500 tons of paint sludge during 1970. O'Connor/J. I. Kislak was paid \$367,323 for disposal of paint sludge and misc. paper refuse.

56. February 10, 1971 Council minutes indicate the RSWMA was engaged in activity including a bonding resolution, a mine area housing planning committee and Ringwood area water supply system.
57. February 28, 1971 article indicates that Ford continues to use its tract to dump and the Borough is looking at 50 of its 290 acres to create a solid waste landfill. The RSWMA is promising land to local people as part of the HOW-TO program, whereby they will build their own new homes. The locals are frustrated with the red tape involved in the sale of RSWMA property to them.
58. April 6, 1971 memo by Ford regarding poor performance by O'Connor and need to terminate his services. Equipment breakdowns due to poor maintenance, fires at the dump site, permitting waste to backlog at plant. Reported that RSWMA is also dissatisfied with O'Connor performance at maintaining landfill. Ford decided to terminate O'Connor, cease dumping in Ringwood and tell RSWMA to tell O'Connor his dumping rights are ended. Ford would hire a new contractor, Industrial Services of America, Inc. (ISAI).
59. May 3, 1971 memo from Ford Mahwah plant indicates O'Connor is backlogged in getting rid of drums because he cannot dump in Ringwood anymore.
60. May 18, 1971 letter from Ringwood realty to O'Connor canceling contract.
61. May 19, 1971 letter from North Jersey District Water Supply Commission to NJDEP opposing the plan by ISAI to construct a new landfill near the Wanaque reservoir and opposing the continued operation of the existing industrial landfill by O'Connor for the following reasons: too close to Peter's Mine Brook which feeds into the reservoir, the existing landfill is already polluting this stream, leachate from the landfills is the real problem.
62. May 26, 1971 Council minutes indicate the Fire Prevention Bureau permitted O'Connor a 7-day extension to get a water pump to the dump site.
63. June 9, 1971 memo from Robert Lawson indicating that the O'Connor agreement is now canceled. Memo also indicates that Ford Motor Co. depositing \$3,000 into Ringwood Realty Corp. account representing three monthly payments from O'Connor. "This check represents payment from Charles O'Connor, the person licensed by Ringwood to use its land for a landfill, for the months of March, April and May 1971."
64. June 14, 1971, NJDEP notifies ISAI that its application for a new landfill is denied.

65. November 3, 1971 NJDEP issues \$300 penalty to Ringwood Realty Corp. for burning tires, cardboard, wood and automobiles at the landfill, B600/L11.
66. November 22, 1971 letter from Robert Lawson to DEP enclosing \$300 check. Lawson says land is no longer used and the fires were caused by trespassers.
67. November 24, 1971 council meeting minutes indicate certain roads were improved by application of stone and oil and solid waste land filling operations are going along well with the use of a borrowed bulldozer.
68. December 15, 1971 memo from Ford regarding status of waste management at Mahwah. Memo says they had to fire O'Connor because he was "intolerable." Ford hired ISAC which tried to get a landfill permit in the Ringwood area but failed. AS such, ISAC must haul to a new location 30-miles from the Mahwah plant. The memo further states that,

Ford still owns approximately 150 acres of the Ringwood Mine area, which is the location of the dump site formerly used by O'Connor, and which we want to continue using. This property originally encompassed 500 acres of which 350 were given to the City of Ringwood Solid Waste authority who have the responsibility of administering the area. The dumping permit, however, has to be issued by the Environmental Agency of the State of New Jersey along with the concurrence of the State Water Quality Board.

Unfortunately, the former contractor, O'Connor, did not adequately operate his dumping operations so as to prevent pollution of a small stream which flows through the property and into a water source leading to a major reservoir used for drinking water. This stream became definitely polluted as a result of paint and other refuse finding its way into the water course. Accordingly, the state is very hesitant about issuing permits for any continued dumping operations, even with the assurance of Ford Motor Company that it will be adequately policed and operated. As a matter of expediency and involvement of the proper Municipal and State functions, the State would much prefer to have the City of Ringwood, through its Solid Waste Authority, administer the dump. Ford Motor Company has agreed and steps are being taken to determine the means of deeding, leasing or donating this property to the City of Ringwood in return for continuous and insured dumping rights of our plant wastes. The city of Ringwood is agreeable to this and would like to use Industrial Service of America as their contractor to administer such

an operation. This would be under a separate contract and would not affect our contract relations with I.S.A. for plant disposal handling.

These negotiations are in progress and another meeting is scheduled early in January with Officials of Environmental Control Agency, the Ringwood Waste Authority, Industrial Service of America and Ford Motor Company to present 3 schemes for filling the area involving adequate protection against pollution of the steam feeding the reservoir.

We anticipate this will be successfully resolved. The present operation is under a temporary one-year contract. When all above aspects are resolved, we will then renegotiate a new contract with Industrial Service of America based upon the reduced hauling distance from 30 to 8 mile trips which will be made possible with the use of the Ringwood site.

69. December 22, 1971 minutes of Council meetings state that the Planning Board Subdivision application from the RSWMA/How-To, Inc were approved to subdivide B600/L1, 12 on Margaret King Ave, into 16 lots.
70. March 28, 1972 letter from Dean Noll, Chief Engineer, North Jersey District Water Supply Commission (NJDWSC) to DEP re: Ringwood's proposed sanitary landfill. Noll objects for the following reasons: leachate threatens the reservoir; once started, a landfill operation is hard to stop; Ford Motor Company waste dumped into a landfill near the reservoir does not make sense; Ringwood might find it lucrative to operate a landfill and invite out-of-area generators to dump; and if ford stops dumping at the proposed landfill, Ringwood will probably not have enough money to operate it properly. However, Noll reports that the NJDWSC will not object to the landfill on the strength of the DEP's assurance that it will compel the landfill operator to manage the landfill with appropriate protections including, use of cover material, surface water drainage system, landfill liner and leachate collection system, monitoring wells, and an Agreement between NJDWSC and Ringwood that addresses the following: limits height of the landfill; restricts use of landfill to Ringwood, West Milford and Ford Motor Co.; restricts Ford Motor Co. waste to "industrial packing and waste parts and precludes any liquid waste, any chemical or petroleum products and any toxic or deleterious substances. The municipalities shall not dispose of any industrial waste unless said waste receives approval, in writing, from this Commission. Liquid wastes from the municipalities are excluded"; relocate Peters Mine Brook away from the landfill; provide a Performance Bond; establish a

recycling program at Ford and municipalities; establish a cleanup program to remove the gypsy dumps, wrecked cars and other junk strewn throughout the area; and DEP must close all unauthorized dumps in the area, including one located near the Greenwood Lake Airport in West Milford.

71. June 15, 1972 memo from Robert Lawson, Ford Property Manager re: remaining land at Ringwood. Lawson states that Ford still owns 208 acres of the 930 acres it acquired in 1965: 57 acres comprised of an 8-mile long railroad bed 50-100feet wide and 151 acres. The railroad parcel is being sold to PSE&G. The 151 acre parcel was withheld from the earlier land gift to Ringwood because "we wanted the parcel to be continued as a dump site for the Mahwah Assembly Plant and there was no assurance the Borough would continue this use with property under its control." The memo further stated that, "The Plant Engineering Office has recently determined this parcel cannot be operated economically as a dump site for the Plant. Accordingly, we recommend that the property be placed on the open market for sale at \$700 per acre with authority to accept an offer no less than \$500 per acre, \$350 below its appraised value." Some of the reasons offered in the memo for why the land should be sold cheap was because, "the area used as a dump site for numerous years is leaching into public water supply and represents a contingent liability." The memo finally states that if no interest is shown, the land might be donated to a tax deductible entity.
72. September 13, 1972 council minutes indicate the Borough approved payment to RSWMA for \$13,500 for dumping operations in the Mine Area.
73. December 8, 1972 Order from DEP to Ringwood Borough for the solid waste operation occurring at the Cannon Mine Disposal site, Cannon Mine Rd., B600/L1. (Actually Lot 12. See August 23, 1973 memo from Charles E. Gingrich, DEP to Bernhardt V. Lind). Violations alleged include not registered; not complying with landfill, operational requirements, burning.
74. December 23, 1972, Mayor Peters has a conference with DEP and tells DEP the Borough will take corrective action with regard to its landfill: submit an updated registration; submit an engineering design; correct operating violations; submit a letter outlining time frames. (August 23, 1973 memo from Charles E. Gingrich, DEP to Bernhardt V. Lind).
75. January 15, 1973 letter from Borough Mayor Dale T. Peters to DEP identifying steps taken by the Borough to improve its land filling

operations: putting out the underground fire in the Cannon Mine air shaft and submitting engineering plans for its landfill including cover for the steep slope of heavy trash on the western side of the landfill, final cover for the east side of the landfill and design of a fill operation about 100 yards east of the present operation. Situation is an interim in nature pending creation of the Lakeland Regional Solid Waste management Study Committee.

76. February 28, 1973 Agreement between Borough and How-To. How-to agreed to permit the Borough to begin/continue a land filling operation on its property (southerly portion of Lot 14 no greater than $\frac{1}{4}$ of the area). Borough would have to secure the Cannon Mine shaft; land filling will require 3-feet of clean fill cover, top soil/seed; landscape; pest control; remove and distribute fill from westerly slope of lot 16 across lots 16, 15 and 14; complete roads A and B on preliminary subdivision map; cover daily, locked gate.
77. April 15, 1973 letter from RSWMA to Borough indicating RSWMA adopted a resolution that RSWMA and the Borough would jointly apply for landfill permit.
78. May 10, 1973 DEP inspects Borough landfill and find no deficiencies in their current operating area. (August 23, 1973 memo from Charles E. Gingrich, DEP to Bernhardt V. Lind).
79. May 15, 1973 Borough submits a new engineering design to DEP naming RSWMA as applicant, not Borough. DEP is surprised. Design did not address necessary corrections for the steep slope on the westerly side of the landfill. (August 23, 1973 memo from Charles E. Gingrich, DEP to Bernhardt V. Lind).
80. June 1973 Ford memo from Robert Lawson. Ford intends to donate 100 acres to State of NJ and 45 acres to Housing Operations With Training Opportunity, Inc. (HOW-TO). Property was on the market for a year and no offers were made. Other dispositions were as follows:

Sale Public Service	208acres, 52acres
Sale High Point Homes	87, 18.6, 122acres
Donation to RSWMA	290acres

Memo further states:

The waste contractor for the Mahwah plant was given a permit to dump on the Ringwood property and the low areas and mines were

used for this purpose until mid 1971. The plant and the state were not satisfied with the contractor's service or his control of the dump site. His right to dump on the property was terminated, and the Company made efforts to get a new contractor and a permit for this contractor to use the Ringwood property as a landfill. After much effort, the state agreed to grant a permit, but subject to restrictions imposed by the North Jersey District Water Supply Commission, which controls a nearby reservoir. Plant engineering Office determined the restrictions could not practically be complied with and abandoned Ringwood property as a dump site.

The property was placed on the market in June 1972, just after Plant Engineering advised the site would not be of use to the Company as a dump site, so it is presently on the market.

We should seek a donation by first laying a foundation for the gift with the selected donor by securing from the donee a written request asking for the donation. The most likely candidates are the State of New Jersey (Department of environmental Protection) and "How-To, Inc.," a non-profit corporation funded by EOE and the State. We have such a letter from How-To, Inc., but not one from the State.

We could probably make a donation to How-To, Inc., sooner with fewer questions and less risk of inquiry and exposure as to the general condition of the property. We should determine whether How-To by its charter can receive donations and own real estate.

The state would be intrigued with receiving the property at no cost but also would be more suspicious and make more inquiry as to the general condition of the property. The state's Department of environmental Protection also has jurisdiction over solid waste disposal, and it would not take much of an inquiry for the State to determine that the former landfill presents some problems. Accordingly, the State could condition receipt of the gift and thereby cause Ringwood Realty Corp. cash expenditures not anticipated in a donation at this time. To effect a donation with the State will take a minimum of six months.