

**THE TOWN OF STRATFORD, THE RAYMARK ADVISORY COMMITTEE
and
THE U.S. EPA AND CONNECTICUT DEP
CONSENSUS AGREEMENT #2003-01
September 2003**

GOAL: After serious deliberation and consideration, the parties have reached agreement on the following objectives to guide the final cleanup of the Raymark Superfund site.¹

AGREEMENT:

1. Prioritize cleanup actions based on human health risk, as evaluated with the most current data, i.e., those locations that pose the greatest risk to sensitive human populations should be cleaned up first.
2. Develop and implement practical, effective cleanup actions that remove the stigma on commercial properties as soon as possible to facilitate their redevelopment
3. Develop and implement cleanup decisions for final site closure: remediation should be cost-effective, timely, and ensure closure for all parties.
4. Expend limited resources for agency personnel and contracted tasks as efficiently as possible.
5. Respect the Superfund process while also using its flexibility to ensure an expedited cleanup.
6. Respect ARARs, including state RSRs, while using their flexibility to ensure a practical cleanup approach.
7. Utilize cost-effective, reliable, and tested technologies, considering traditional technologies as well as new and innovative technologies, to expeditiously achieve the cleanup objectives.
8. Expeditiously identify and sufficiently characterize all properties and parcels associated with the Raymark Superfund Site in order to move forward to comprehensive, inclusive remedial decisionmaking and prioritized action as soon as possible.
9. State and federal agreement on cleanup standards that are protective of human health and the environment and allow for technically and economically feasible remedial options.

¹ Please note remaining differences and legal limitations of this agreement at the end of the document.

10. A strategic approach that seeks to develop a comprehensive cleanup of the entire site, taking into account the impacts of risks and cleanup across operable units.
11. Develop and use, in close consultation with the RAC, the proven and effective management tools of objectives, a delineated process to achieve those objectives, a schedule with key milestones, and a budget for major tasks.
12. Determine expeditiously and accurately the volume of and concentrations of contaminants in the waste to be managed at all locations in close consultation with the RAC prior to undertaking the development of remedial alternatives for detailed evaluation in the Feasibility Study.
13. Feasibility study remedial alternatives will be developed jointly by the agencies, the RAC, and the Town for detailed evaluation, considering the following criteria:
 - The volume of waste to be managed at a given location;
 - Adherence to all current state and federal land disposal restrictions;
 - The physical setting of the location including suitability for long-term capping, proximity to residential neighborhoods, and willingness of owners and abutters to accept the remedy;
 - The need to minimize and closely manage short-term impacts such as vehicle traffic, noise, airborne dusts and wastes during remedy implementation;
 - The impacts of alternatives on property values and land uses;
 - The life cycle cost for the remedial alternatives with particular focus on the long-term O&M costs;
 - The administrative and financial capacity of the property owners and the Town to assure long-term O&M; and,
 - Such additional factors as may be identified in the Feasibility Study process in consultation with the RAC.
15. No waste from outside of the Stratford Raymark Superfund site will be relocated, treated, stored, consolidated or disposed of in Stratford.
16. To minimize remedial construction impacts, an independent “third party” on-site contractor paid for by the U.S. EPA and selected by the Town with the RAC will monitor remedial actions.

DIFFERENCES REMAINING:

The Town, the RAC and the agencies acknowledge the following differences and concerns. The parties disagree at this time regarding the remedial alternative of consolidation.

- The parties have not agreed to the extent, location, or acceptability of consolidation, in-town disposal, or stockpiling of waste within Stratford. The

RAC maintains its opposition to any consolidation of Stratford Raymark Waste at the Ball Field (OU4) and the Contract Plating property, without stating any view on consolidation anywhere else within Stratford at this time.

The RAC notes the additional following concerns.

- The RAC notes that liability issues will be addressed on a case-by-case basis as remedial alternatives are developed but encourages the agencies to the greatest extent possible to release commercial property owners from liability due to waste they did not create as soon as possible.
- The RAC's strong concern remains that the commercial property owners and the Town will be left in "limbo" for many further years without final resolution of liability, cleanup remedy, and implementation of that remedy, and all associated impacts of this delay, once the dedicated monies for investigation and cleanup are expended and Stratford must depend solely on and compete for general national Superfund monies to complete the cleanup.

LIMITATIONS:

Nothing in this Agreement shall in any way affect, constrain, or limit the rights and obligations of the U.S. EPA in their role as the regulatory agency responsible under relevant federal laws for Superfund site cleanup, the rights and obligations of the Connecticut DEP as outlined by relevant federal and state law, the rights and obligations of the Town of Stratford as outlined by relevant federal, state, and local law and the individual federal and state legal rights of the RAC members.