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File in  
Rules*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FILED  
MAR 3 1993

DELAWARE VALLEY TOXICS COALITION

CIVIL ACTION

and

PHILADELPHIA AREA PROJECT ON  
OCCUPATIONAL SAFETY AND HEALTH

Plaintiffs,

FILED APR 9 1993

v.

THE PUROLITE COMPANY

Defendants.

NO. 92-CV-6497

CONSENT DECREE

WHEREAS, the plaintiffs, Delaware Valley Toxics Coalition ("DVTC") and Philadelphia Area Project on Occupational Safety and Health ("PHILAPOSH") filed a complaint against the defendant, The Purolite Company ("Purolite"), alleging violations of the Emergency Planning and Community Right-To-Know Act ("EPCRA"), 42 U.S.C. §11001 et seq. relating to Purolite's facility at 3620 "G" Street, Philadelphia, Pennsylvania 19134; and

WHEREAS, plaintiffs seek declaratory relief, injunctive relief and the imposition of civil penalties; and

WHEREAS, defendant, Purolite, denies plaintiffs' claims and does not admit the facts or allegations of the EPCRA violations in the complaint; and

WHEREAS, the parties have engaged in discussions relating to the settlement of this litigation, which discussions have included an assessment of the facts related to plaintiffs' allegations of EPCRA violations; and

ENTERED: 4/12/93

CLERK OF COURT

WHEREAS, the parties agree that settlement of this litigation and the entry of this Consent Decree without further litigation is the most appropriate means of resolving this action and is in the best interests of the parties and the public;

NOW THEREFORE, the parties hereby agree to enter into this Consent Decree which provides as follows:

1. This Court has jurisdiction over the parties and the subject matter of this lawsuit.
2. This Consent Decree shall apply to and be binding upon the parties to this action, their officers, directors, employees, successors and assigns.
3. This Consent Decree constitutes a full and complete settlement of claims alleged by plaintiffs against the defendant, its officers, directors, employees, successors and assigns, pursuant to EPCRA and to all claims which could have been alleged by plaintiffs against defendant, its officers, directors, employees, successors and assigns, pursuant to EPCRA up to and through the date this Consent Decree is approved by the Court.
4. This Consent Decree does not constitute an admission or adjudication of any allegation in the Complaint, nor of any conclusion of law with respect to any allegation in the Complaint or arising out of the Complaint.
5. This Consent Decree shall not constitute an admission or evidence of wrongdoing or misconduct or liability on the part of defendant or any person affiliated with the defendant; nor shall this Consent Decree be admitted in any proceeding against a party

over that party's objection EXCEPT in a proceeding to enforce this Consent Decree.

6. The parties deem this Consent Decree to be an appropriate resolution of the lawsuit.

7. The parties deem this Consent Decree to be in the public interest.

8. (a) Purolite shall henceforth comply with all applicable reporting requirements of EPCRA. Purolite shall furnish copies of these reports to plaintiffs' attorney, at the same time that Purolite sends these reports to the relevant governmental entities in the years 1993 and 1994, relating to activities in the years 1992 and 1993, respectively.

(b) Whenever Purolite believes it is not required to file a Section 312 report or a Section 313 report Purolite shall so inform plaintiffs' attorney in a certified statement of this situation in the years 1993 and 1994.

(c) Purolite shall send copies of EPCRA reports or certified statements denying need to file Sec. 312 or Sec. 313 reports to:

Jerome Balter, Esquire  
Public Interest Law Center of Philadelphia  
125 South 9th Street, Suite 700  
Philadelphia, PA 19107

9. (a) Purolite shall undertake and complete seven (7) Projects with Environmental Impact as follows:

(A) Project P-87-40 to reduce the particulate level surrounding the plant. The baghouse to be connected to the outlet of the dryer so that dusting and particulate

are removed from the air outlet before escaping to the atmosphere. Purolite was not requested by any agency for this improvement, but took it upon themselves to make the installation. This stack has previously been tested yearly by Philadelphia Air Management and did not require any type of scrubbing. (Estimated value: \$38,765)

(B) Purolite's second project concerns the reduction of chemical oxygen demand and the increased homogenization of our waste waters. This project provides the ability to improve the mixing of waste waters through aeration, thereby assuring more accurate neutralization. This project also eliminates odors that are pH sensitive and allows us to discharge cleaner water. (Estimate value: \$135,660)

(C) Project P-87-39, scheduled for completion this year, will automatically add caustic to Purolite's main scrubber, thereby assuring that the scrubbing system is always in top form. This system will help to prevent operating error and reduce worker contact with caustic. (Estimated value: \$24,500)

(D) Purolite, in its new warehouse, will install a new spill containment area that will improve the safety of tank truck unloading. (Estimate value: \$7,100)

(E) Purolite is presently engineering a system that will tie existing plant stacks, which are presently not connected to existing air scrubber, to a central

scrubbing system that will remove both odors and pollutants from the emissions. These stacks emit minor amounts of pollutants but by connecting these remaining stacks to the scrubber almost all odor emissions can be eliminated. This system will use a combination of caustic and ion exchange resins to eliminate pollutants. The resin, called Macronets, are large pore plastic resins that are slightly functionalized to attract and entrap pollutants. The resin is a Purolite research project for 1993, and is a forerunner for a whole project for 1993, and a forerunner for a whole new class of products that can be used for control of air pollution. (Estimate value: \$90,000)

(F) Purolite, for 1993, has hired a full-time instructor in safety for both the Purolite plant and the community. The instructor's first job will be to work within the plant to bring the level of awareness of personnel safety to standards with which we, as a corporation, feel satisfied. This will include areas of tank truck unloading, emergency notifications to both the community and government organizations, and proper training on all pollution equipment. We know from many industrial organizations that Purolite is one of the few companies of our size to take this major step. (Estimated value: \$44,000)

(G) Purolite will install vessel labels on two levels and provide more extensive labeling of pipes on our main pipe racks. (Estimated value: \$5,000)

(b) All seven (7) projects shall be operational within eighteen (18) months of the date of the Court's approval of the Consent Decree. All seven (7) projects will be in compliance with all applicable codes and regulations. The eighteen (18) month deadline may be extended only by express written agreement of the parties except if Purolite is prevented from complying by a force majeure such as an Act of God; vendor failure or vendor default or vendor negligence; or by a labor dispute. Establishment of a force majeure will be the responsibility of Purolite.

(c) Within six (6) months of the date of the Court's approval of this Consent Decree, Purolite shall provide plaintiffs' attorney with a report on the progress of each of the seven (7) projects.

(d) Within eighteen (18) months of the date of the Court's approval of this Consent Decree, Purolite will provide plaintiffs' attorney with a report on the status of each of the seven (7) projects.

(e) Purolite shall allow plaintiffs' representatives to make a site visit to inspect the operation of each of the seven (7) projects. Such site visit shall be made in the thirty (30) day period which commences eighteen (18) months after the Court's approval of the Consent Decree.

(f) (1) In the event that Purolite fails to have operational any of the seven (7) projects within eighteen (18) months of the Court's approval of the Consent Decree, Purolite shall contribute Sixty-Five Thousand Dollars (\$65,000) to non-profit environmentally concerned organizations in the greater Philadelphia area as selected by plaintiffs.

(2) In the event that Purolite fails to have operational one or more of the seven (7) projects within eighteen (18) months of the Court's approval of the Consent Decree, Purolite shall contribute a percentage of Sixty-Five Thousand Dollars (\$65,000) to non-profit environmentally concerned organizations in the greater Philadelphia area as selected by plaintiffs. The percentage to be contributed shall be equal to the percentage of the value of the projects which are not operational to the value of all seven (7) projects.

(3) Purolite's payment under this subparagraph shall be within ten (10) days after Purolite is notified by plaintiffs of Purolite's failure to make one or more projects operational within eighteen (18) months of the date of the Court's approval of the Consent Decree.

10. (a) The Philadelphia Local Emergency Planning Committee (P-LEPC) is the emergency planning committee for the Philadelphia emergency planning district created pursuant to Section 301(c) EPCRA, 42 U.S.C. §11001(c).

(b) Purolite shall pay the P-LEPC the sum of Two Thousand Dollars (\$2,000) to support the work and activities of the P-LEPC. Payment shall be made to:

Philadelphia Local Emergency Planning Commission  
240 Spring Garden Street  
Philadelphia, PA 19123

11. (a) The Southeastern Pennsylvania Chapter of the American Red Cross works closely with the Philadelphia Local Emergency Planning Committee to provide emergency shelter, food and clothing in the event of emergencies, including emergencies that may result from spills, fires or explosions involving toxic substances.

(b) Purolite shall pay the Southeastern Pennsylvania Chapter of the American Red Cross the sum of Two Thousand Dollars (\$2,000) to support its emergency relief work and activities. Payment shall be made to:

Southeastern Pennsylvania Chapter  
of the American Red Cross  
23rd and Chestnut Streets  
Philadelphia, PA 19103

12. (a) The Environmental Research Division of the Academy of Natural Sciences located at 19th Street and the Benjamin Franklin Parkway, Philadelphia, Pennsylvania 19103 has conducted research and has provided educational programs related to the public health effects of environmental pollution.

(b) Purolite shall pay the Academy of Natural Sciences the sum of Three Thousand Dollars (\$3,000) to support its environmental research and educational work. Payment shall be made to:



Environmental Research Division  
Academy of Natural Sciences  
19th Street and Benjamin Franklin Parkway  
Philadelphia, PA 19103

13. (a) The Delaware Valley Toxics Coalition ("DVTC") is a non-profit tax-exempt (§501(C)(3)) organization established in 1979 to support community and worker efforts to eliminate or reduce human exposure to hazardous and toxic substances. Toward this goal DVTC coordinated the efforts of environmental, trade union and community groups to establish the Philadelphia Right-To-Know Ordinance which was the first law in the United States that entitled workers and communities to information about the hazardous and toxic substances in the workplaces and being released from the workplaces. It was the Philadelphia Right-To-Know Ordinance which was the forerunner of numerous other right-to-know statutes such as the New Jersey Worker and Community Right-To-Know Act, the Pennsylvania Worker and Community Right-To-Know Act, the Hazard Communication Regulation under the federal Occupational Safety and Health Act; and the Emergency Planning and Community Right-To-Know Act ("EPCRA").

(b) DVTC compiles and publishes Section 313, EPCRA, Toxic Chemical Release data for the greater Philadelphia area (Bucks, Chester, Delaware, Montgomery and Philadelphia counties). This material is made available to citizens and the media.

(c) DVTC provides training and education to community groups throughout the greater Philadelphia area regarding environmental pollution; the sources of such pollution and the

means for reducing and eliminating human exposure to these pollutants.

(d) Purolite shall pay DVTC the sum of Fifteen Thousand Dollars (\$15,000) to support the work and activities of DVTC. Payment shall be made to the:

Delaware Valley Toxics Coalition  
125 South 9th Street  
Philadelphia, PA 19107

14. (a) The Philadelphia Area Project on Occupational Safety and Health ("PHILAPOSH") is a non-profit tax-exempt (§501(C)(3)) corporation. It was founded in 1975 to assist workers in preventing on the job injuries from accidents and to prevent or minimize exposure to hazardous and toxic substances.

(b) PHILAPOSH initiated the movement for right-to-know legislation in 1977. The movement was successful in achieving the Philadelphia right to know ordinance, the New Jersey and Pennsylvania Community/worker right to know laws; the Hazard Communication regulation of OSHA and the EPCRA statute.

(c) Approximately 200 trade unions in the greater Philadelphia area belong to PHILAPOSH. These unions include approximately 300,000 workers. PHILAPOSH provides these unions and workers with educational and training programs to reduce exposure to hazardous and toxic substances.

(d) Purolite shall pay PHILAPOSH the sum of Five Thousand Dollars (\$5,000) to support the work and activities of PHILAPOSH. Payment shall be made to:

PHILAPOSH  
3001 Walnut Street  
Philadelphia, PA 19104

15. Purolite shall pay to the United States Treasury the sum of One Thousand Dollars (\$1,000). Payment shall be sent to:

United States Department of Justice  
Executive Offices, Room 6732  
P. O. Box 7754  
Washington, DC 20044-7754

16. Purolite shall pay plaintiffs' reasonable attorney fees and costs in the amount of Seven Thousand Dollars (\$7,000). Payment shall be made to:

Public Interest Law Center of Philadelphia  
125 South 9th Street, Suite 700  
Philadelphia, PA 19107

17. (a) Purolite and counsel for plaintiffs shall send all payment checks in joint transmittal letters to the institutions identified in paragraphs 10(b), 11(b), 12(b), 13(d), 14(d) and 15.

(b) Payments shall be payable within ten (10) days of the date on which this Consent Decree is approved by the Court.

18. Neither DVTC nor PHILAPOSH nor any other entity or person acting with, by or through DVTC or PHILAPOSH, in either their individual or representative capacity, shall file or intervene in any lawsuit pursuant to EPCRA or participate in any EPCRA administrative proceeding or hearing concerning the alleged violations referred to in the Complaint or in this Consent Decree.

19. This Court shall retain jurisdiction over this Consent Decree for a period of two (2) years from the date of the Court's approval, after which Purolite's obligations under this Decree shall cease.

20. Any party may apply to the Court for modification, termination or enforcement of this Consent Decree. In the event of a dispute among the parties as to the meaning of or compliance with, any provision of this Consent Decree the parties shall make a good faith effort to resolve the matter before seeking the assistance of the Court.

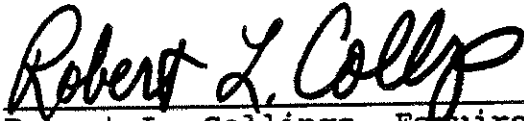
21. Each of the undersigned certifies that he or she is fully authorized by the party or parties whom he or she represents to enter into the terms and conditions of this Consent Decree and to legally bind the party or parties to it.

22. The parties represent that the Regional Office of the Environmental Protection Agency ("EPA") was provided with the sixty day notice forwarded to Purolite prior to the commencement of this action, and the EPA did not pursue an independent enforcement action against Purolite at that time. Though not required by EPCRA, the parties further represent that the EPA was provided with a copy of this Consent Decree, and provided EPA ten (10) days to

make comments or objections prior to submitting this Consent Decree for the Court's approval.

THE PUROLITE COMPANY

DELAWARE VALLEY TOXICS COALITION  
AND  
PHILADELPHIA AREA PROJECT ON  
OCCUPATIONAL SAFETY AND HEALTH



Robert L. Collings, Esquire  
For Defendants



Jerome Balter, Esquire  
For Plaintiffs

APPROVED AND SO ORDERED: *THIS CASE MAY BE MARKED CLOSED FOR STATISTICAL PURPOSES.*

  
U. S. District Court

Date: APRIL 8, 1993