

Scenario 3

Non-LSRP Delta

Client is bank for Site A

Sees both data sets, thinks

LSRP Alpha is wrong, but

bank wants to summarily rely

on RAO for Site A

(What if he was an LSRP for
A Chemical seeking to buy D
Manufacturing and reaches
same opinion - but is
dismissed pre-RAO issuance –
do obligations exist vis-à-vis
a potentially flawed RAO?)

Note – spills are on record

Scenario 1

Site A

A Chemical

LSRP Alpha

[focused c/lim. data]

A = monitoring well (MW)

Scenario 1

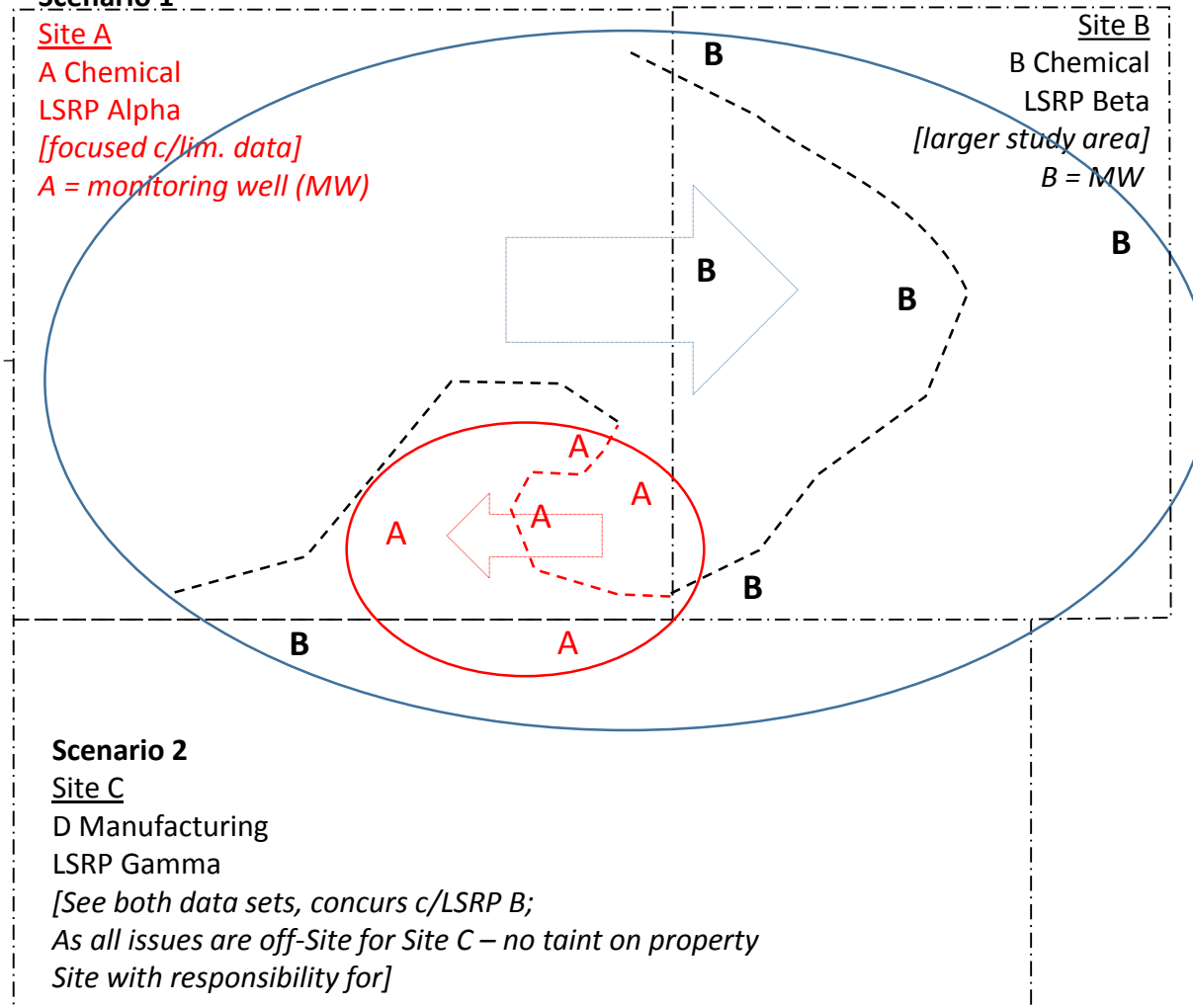
Site B

B Chemical

LSRP Beta

[larger study area]

B = MW



Scenario 2

Site C

D Manufacturing

LSRP Gamma

[See both data sets, concurs c/LSRP B;

As all issues are off-Site for Site C – no taint on property

Site with responsibility for]

Issues:

Two (2) mutually exclusive RAOs c/off-Site claims; if mitigation remedies are in-place (protective), then:

- Prima facie acceptable RAOs
- The RI/RARs are materially false (inaccurate, esp. if larger perceived plume originates elsewhere than Site A)
- Delineation geometries are both true but neither accurate
- Inside-out study apparently fine and complete, terminating at property lines
- Neither LSRP may know of others findings
- The NJDEP loses their RAP fees