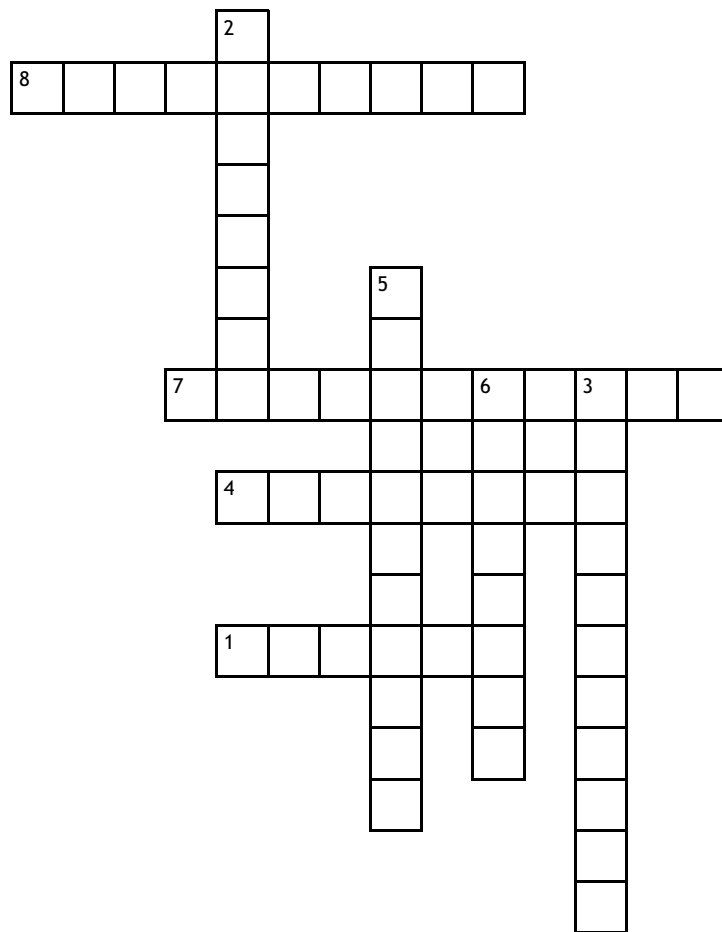


# Chapters 22-31 Review



## Across

- 1** Both CERCLA and the SWDA impose \_\_\_\_\_ liability on four classes of responsible persons (i.e. owners, operators, arrangers, and transporters) without fault.
- 4** CERCLA provides both a “third party” and “\_\_\_\_\_ landowner” defense to liability which oftentimes are asserted together.
- 7** The bona fide \_\_\_\_\_ purchaser (“BFPP”) status exempts from CERCLA liability those who in good faith purchased contaminated property for which they did not contaminate, so long as they meet eight separate criteria.
- 8** A corporate parent is not directly liable under CERCLA unless it actively participated in, and exercised control over, the operations of its \_\_\_\_\_

## Down

- 2** CERCLA defines “owner” in a \_\_\_\_\_ manner as “any person owning” the site in question.
- 3** In Burlington Northern, the U.S. Supreme Court held that a plaintiff must establish that the arranger took \_\_\_\_\_ steps to dispose of a hazardous substance.
- 5** An ESA performed by an environmental consultant that is consistent with ASTM Standard E-1527-05 is designed to meet the “all \_\_\_\_\_ inquiry” requirement.
- 6** The purpose of the “secured \_\_\_\_\_ exemption” is to shield from liability those “owners” who are in essence lenders holding title to the property as security for the debt.