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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE, N.C.
STATESVILLE DIVISION

FILED
AUG 5 1997

U.S. DISTRICT COURT
W. DIST. OF N.C.

5:97 CV 125-V

UNITED STATES OF AMERICA,
Plaintiff,

v.

Caldwell County, North Carolina;
 Allied Signal, Inc.; Bassett
 Furniture Industries of North
 Carolina, Inc.; BASF Corporation;
 Bernhardt Furniture Company;
 Bridgestone/Firestone, Inc.;
 Century Furniture; Chemtronics,
 Inc.; Chromcraft; Colonial
 Pipeline Company; Consolidated
 Furniture Corporation;
 Consolidated Metal Products;
 Drexel Heritage Furnishings, Inc.;
 Duke Power Company; Exxon
 Corporation; Freightliner
 Corporation; General Electric
 Company; GKN Automotive, Inc.;
 Henredon Furniture Industries,
 Inc.; Hoechst Celanese Corporation;
 Kincaid Furniture Company, Inc.;
 Kollmorgen Corporation;
 LADD Furniture, Inc.; La-Z-Boy
 Inc.; MAN Roland, Inc.;
 Michelin North America, Inc.;
 Mobil Oil Corporation; NACCO
 Materials Handling Group, Inc.;
 National Starch & Chemical
 Company; Owens Corning; Plantation
 Pipeline Company; Prillaman
 Chemical Corporation; Reeves
 Brothers, Inc.; Rexam Industries
 Corporation; R.R. Donnelly & Sons
 Company; Singer Furniture Company;
 Steelcase Inc.; Teva
 Pharmaceuticals USA, Inc.;
 Thompson Crown Wood Products;
 Union Camp Corporation;
 Westinghouse Electric Corporation;
 White Consolidated Industries,
 Inc.; and Wilsonart International,
 Inc.,
 Defendants.

04-94-0454
04-98-0006

COMPLAINT

The United States of America, by authority of the Attorney General of the United States and through the undersigned attorneys, acting at the request of the United States Environmental Protection Agency, files this Complaint, and alleges as follows:

PRELIMINARY STATEMENT

1. This is a civil action brought pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, and Section 3008(h) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6928(h) ("RCRA"). In this action, the United States seeks the performance of injunctive relief and the recovery of response costs relating to the Caldwell Systems Site in Caldwell County, North Carolina (the "Site"). The Site is located on Mt. Herman Road, approximately five miles east of Lenoir, North Carolina.

2. Jurisdiction over this action is pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607, 9613(b), and 6928(h). Venue is proper in this Court pursuant to 42 U.S.C. §§ 9613(b) and 6928(h), and 28 U.S.C. § 1391(b), because the release of hazardous substances occurred, the facility is located, and the claim arose within the Western District of North Carolina.

DEFENDANTS

3. (a) Caldwell County has owned all or a portion of the Site from approximately 1976 until the present. In 1977, Caldwell County leased a portion of the Site to Caldwell Systems, Inc., which used the Site for the operation of a facility that treated, stored, and disposed of hazardous waste. That facility continued in operation until 1989.

(b) The following defendants are persons who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at the Site:

1. Allied Signal, Inc., located in Morristown, New Jersey, on behalf of Allied Chemical Company;

2. Bassett Furniture Industries of North Carolina, Inc., located in Bassett, Virginia, on behalf of Impact Furniture;

3. BASF Corporation, located in Mt. Olive, New Jersey, as successor to Inmont Corporation;

4. Bernhardt Furniture Company, located in Lenoir, North Carolina;

5. Bridgestone/Firestone, Inc., located in Nashville, Tennessee, on behalf of Firestone;

6. Century Furniture, located in Hickory, North Carolina, on behalf of Century Furniture and Century Chair;

7. Chemtronics, Inc., located in Duncan, Oklahoma;
8. Chromcraft, located in Senatobia, Mississippi, on behalf of Liberty/Mohasco;
9. Colonial Pipeline Company, located in Atlanta, Georgia;
10. Consolidated Furniture Corporation, located in Wilmington, Delaware, on behalf of Liberty;
11. Consolidated Metal Products, located in Columbia, South Carolina, on behalf of Southeastern Coated Products;
12. Drexel Heritage Furnishings, Inc., located in Thomasville, North Carolina;
13. Duke Power Company, located in Charlotte, North Carolina;
14. Exxon Corporation, located in Houston, Texas;
15. Freightliner Corporation, located in Portland, Oregon;
16. General Electric Company, located in Fairfield, Connecticut;
17. GKN Automotive, Inc., located in Auburn Hills, Michigan;
18. Henredon Furniture Industries, Inc., located in Thomasville, North Carolina;

19. Hoechst Celanese Corporation, located in Warren, New Jersey, on behalf of American Hoechst Corporation, Celanese Fibers Operations, and Hoechst Fibers Industries;

20. Kincaid Furniture Company, Inc., located in Monroe, Michigan;

21. Kollmorgen Corporation, located in Radford, Virginia, on behalf of Inland Motor;

22. LADD Furniture, Inc., located in High Point, North Carolina, on behalf of American Drew;

23. La-Z-Boy Inc., located in Monroe, Michigan, on behalf of Hammary Furniture, La-Z-Boy East, and Burris Industries;

24. MAN Roland, Inc., located in Middlesex, New Jersey, on behalf of MAN Truck and Bus Company;

25. Michelin North America, Inc., located in Greenville, South Carolina;

26. Mobil Oil Corporation, located in Fairfax, Virginia;

27. NACCO Materials Handling Group, Inc., located in Flemington, New Jersey, as successor to Yale Materials Handling Corporation;

28. National Starch & Chemical Company, located in Bridgewater, New Jersey, on behalf of National Starch & Chemical Company and Proctor Chemical Company;

29. Owens Corning, located in Toledo, Ohio;

30. Plantation Pipeline Company, located in Atlanta, Georgia;
31. Prillaman Chemical Corporation, located in Martinsville, Virginia;
32. Reeves Brothers, Inc., located in Spartansburg, South Carolina;
33. Rexam Industries Corporation, located in Charlotte, North Carolina;
34. R.R. Donnelly & Sons Company, located in Chicago, Illinois, on behalf of Meredith Burda;
35. Singer Furniture Company, located in Edison, New Jersey;
36. Steelcase Inc., located in Grand Rapids, Michigan;
37. Teva Pharmaceuticals USA, Inc., located in Sellersville, Pennsylvania, on behalf of Biocraft Lab, Inc.;
38. Thompson Crown Wood Products, located in Mocksville, North Carolina;
39. Union Camp Corporation, located in Wayne, New Jersey;
40. Westinghouse Electric Corporation, located in Pittsburgh, Pennsylvania;
41. White Consolidated Industries, Inc., located in Cleveland, Ohio, on behalf of Whitin-Roberts Company; and
42. Wilsonart International, Inc., located in Temple, Texas, on behalf of Ralph Wilson Plastics Company.

4. Each of the defendants listed in Paragraph 3, above, is a "person" as defined in CERCLA § 101(21), 42 U.S.C. § 9601(21). Caldwell County is also a "person" as defined in RCRA § 1004(15), 42 U.S.C. § 6903(15).

GENERAL ALLEGATIONS

5. In 1977, Caldwell County leased a portion of the Site to Caldwell Systems, Inc. ("CSI"), which operated a facility on the property that treated, stored, and disposed of hazardous waste. Between 1977 and 1989, the facility received liquid and solid hazardous waste, most of which was blended for fuel or incinerated.

6. In 1990, EPA asked the Agency for Toxic Substances and Disease Registry ("ATSDR") to investigate claims that CSI's operation had caused some former employees to become ill. After examining these claims, ATSDR issued a public health advisory that identified a significant threat to human health for some former employees of CSI. ATSDR also found evidence indicating that family members of some former CSI employees may be at risk. ATSDR continued its study of the Site by performing a health assessment and health effects study.

7. EPA also investigated the Site to determine whether there was a release or threatened release of hazardous substances. EPA collected and analyzed samples from the Site in 1987, 1988, 1990, and 1991. From these samples, EPA determined that there was a release of hazardous waste and hazardous substances in soil, groundwater, and surface water at the Site.

In particular, EPA found a release of arsenic, lead, mercury, PCBs, bis(2-ethylhexyl) phthalate, as well as other hazardous waste and hazardous substances.

8. The Site is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and Section 3008(h) of RCRA, 42 U.S.C. § 6928(h). This facility was authorized to operate under Section 3005(e) of RCRA, 42 U.S.C. § 6925(e).

9. "Hazardous substances," as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), were deposited, stored, disposed of, or otherwise came to be located at the Site.

10. A "release" and threatened "release," as defined by Section 101(22) of CERCLA, 42 U.S.C. 9601(22), of hazardous substances has occurred at the Site. A release of a hazardous waste from a facility has also occurred at the Site.

11. As a result of the release and threatened release of hazardous substances from the Site, the United States has incurred and expects to incur "response" costs, as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

12. The response actions taken and to be taken by the United States at the Site are not inconsistent with the National Contingency Plan, 40 C.F.R. Part 300.

FIRST CLAIM FOR RELIEF
(CERCLA SECTION 107, 42 U.S.C. § 9607)

13. Paragraphs one through twelve are incorporated here by reference.

14. Pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, all of the defendants listed in Paragraph 3 are liable for all

response costs incurred by the United States and for all costs for any health assessment or health effects study incurred by ATSDR, including interest on such costs.

SECOND CLAIM FOR RELIEF
(SECTION 3008(h) OF RCRA, 42 U.S.C. § 6928(h))

15. Paragraphs one through twelve are incorporated here by reference.

16. Pursuant to Section 3008(h) of RCRA, 42 U.S.C. § 6928(h), Caldwell County is liable to perform corrective action or such other response measures necessary to protect human health or the environment at the Site.

PRAYER FOR RELIEF

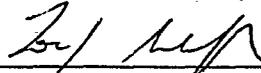
WHEREFORE, the United States prays that this Court:

1. Enter a judgment against all of the Defendants listed in Paragraph 3 for all response costs incurred by the United States with respect to the Site, including all costs incurred by ATSDR for health effects studies and health assessments, and interest on such costs;

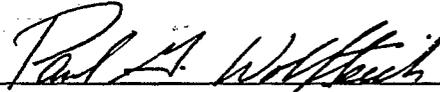
2. Enjoin Caldwell County to perform corrective action and other appropriate response measures necessary to protect human health and the environment; and

3. Grant such other relief as this Court may deem appropriate.

Respectfully submitted,

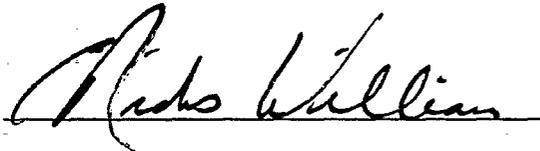


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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

UNITED STATES OF AMERICA)
)
Plaintiff,)
)
v.) Civil Action No.
)
CALDWELL COUNTY, ET AL.)
)
Defendants.)
_____)

CERTIFICATE OF SERVICE

I certify that on the 5th day of August, 1997, a copy of this Complaint was served on representatives for the defendants by mailing a copy thereof, postage prepaid and properly addressed to the individuals listed below and those on the attached list:

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AUG. 5 1997

U.S. DISTRICT COURT
W. DIST. OF N.C.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

UNITED STATES OF AMERICA
Plaintiff,
v.
CALDWELL COUNTY, et al.,
Defendants.

CIVIL ACTION NO.
5:97 CV 125-6

CONSENT DECREE

04-98-0006
04-94-0454

FILED
STATESVILLE, N.C.

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U.S. DISTRICT COURT
WESTERN DISTRICT OF N.C.

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Appendix 1 Soil Work Plan
Appendix 2 Generator Settling Defendants
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CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607, and pursuant to Section 3008(h) of the Solid Waste Disposal Act, as amended by Resource Conservation and Recovery Act ("RCRA"), and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6928(h).

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by the United States for response actions at the Caldwell Systems Site in Caldwell County, North Carolina ("Site"), together with accrued interest; and (2) compliance with Section 3008(h) of RCRA, 42 U.S.C. § 6928(h).

C. Settling Defendants do not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint, nor do they acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment. The Settling Federal Agency and De Minimis Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by the Settling Defendants.

D. Based on the information currently available to EPA, EPA believes that if the Work is conducted in accordance with the

requirements of this Consent Decree and its appendices, the Work will be consistent with the NCP.

E. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Parties. Solely for the purposes of this Consent Decree and the underlying complaint, the Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way

alter such Settling Defendant's responsibilities under this Consent Decree.

3. Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors who will be paid more than \$50,000 to perform any portion of the Work required by this Consent Decree. Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached

hereto and incorporated hereunder, the following definitions shall apply:

- a. "CAP" means the Final RCRA Corrective Action Plan, published by EPA as OSWER Directive 9902.3-2A, May 1994.
- b. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.
- c. "CMI Groundwater Work Plan" means that document submitted by the Settling Defendants pursuant to Paragraph 17(c).
- d. "CMI Soil Work Plan" means that document submitted by Settling Defendants pursuant to Paragraph 14(d).
- e. "CMS Report" means that document submitted by Settling Defendants pursuant to Paragraph 16(b) and the CMS Work Plan.
- f. "CMS Work Plan" means that document submitted by Settling Defendants pursuant to Paragraph 16(b).
- g. "Consent Decree" means this Decree and all appendices attached hereto. In the event of conflict between this Decree and any appendix, this Decree shall control.
- h. "Damage Assessment Costs" means NOAA's and DOI's costs incurred in connection with activities and studies performed to determine injury to or loss of natural resources, including lost interim uses, resulting from releases of hazardous substances from the Site.
- i. "Day" means a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of

time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

j. "De Minimis Settling Federal Agencies" means the United States Environmental Protection Agency, and the United States Defense Reutilization and Marketing Service, the United States Marine Corps, the United States Air Force and the United States Department of Agriculture, and any successor departments, agencies, or instrumentalities.

k. "DOI" means the United States Department of the Interior and any successor departments, agencies or instrumentalities of the United States.

l. "EPA" means the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

m. "Future Response Costs" means response costs, including direct and indirect costs, that may be incurred and paid at the Site after entry of this Consent Decree by the Court.

n. "Generator Settling Defendants" means those parties identified in Appendix 2 to this Consent Decree.

o. "Interest" means interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

p. "Landfill Area" means that property adjacent to the Site, owned by Owner Settling Defendant, and which is currently operated or which has in the past been operated by Owner Settling Defendant as a landfill under State Solid Waste Permit 14-01.

q. "National Contingency Plan" or "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

r. "Natural Resource Damages" means damages, including Damage Assessment Costs and lost use value, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, for injury to, destruction to, or loss of any and all Natural Resources at the Site.

s. "Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

t. "NOAA" means the National Oceanic and Atmospheric Administration, an agency of the United States Department of Commerce, and any successor departments, agencies or instrumentalities of the United States.

u. "North Carolina Department of Environment, Health and Natural Resources" means the State's primary environmental protection agency and any successor departments or agencies of the State.

v. "Owner Settling Defendant" means Caldwell County, North Carolina.

w. "Paragraph" means a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

x. "Parties" means the United States, including the Settling Federal Agency and the De Minimis Settling Federal Agencies, and the Settling Defendants.

y. "Past Response Costs" means all costs, pursuant to Sections 107(a)(4)(A) and 107(a)(4)(D) of CERCLA, 42 U.S.C. § 9607(a)(4)(A) and 9607(a)(4)(D), including direct and indirect costs, that the United States paid at or in connection with the Site prior to entry of the Consent Decree by the Court.

z. "Plaintiff" means the United States.

aa. "RCRA" means the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

bb. "Response Costs" means all costs of response as provided in Section 107(a)(1-4)(A) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A), and as defined in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), including oversight costs, that have been, are, or will be incurred with respect to the Site.

cc. "RFI Report" means that document submitted to EPA by Settling Defendants pursuant to Paragraph 15(d).

dd. "RFI Work Plan" means that document submitted to EPA by Settling Defendants pursuant to Paragraph 15(a).

ee. "Section" means a portion of this Consent Decree identified by a roman numeral.

ff. "Settling Defendants" means, collectively, Owner Settling Defendant and the Generator Settling Defendants.

gg. "Settling Federal Agency" means the United States Navy, and any successor departments, agencies or instrumentalities.

hh. "Site" means the Caldwell Systems Site, located on Mt. Herman Road approximately 5 miles southeast of Lenoir, North Carolina, consisting of a property currently owned by Owner Settling Defendant and formerly operated by Owner Settling Defendant as an incinerator facility, and later by Caldwell Systems, Inc., as a hazardous waste treatment, storage or disposal facility at which Waste Material was incinerated and which is designated with EPA I.D. No. NCD086871282. "Site" also includes an adjacent property, consisting of approximately 39.79 acres, owned by Owner Settling Defendant, commonly referred to as the Haas property, which is described in the deed dated September 19, 1988, and filed at Book 975, Page 0248, Caldwell County Registry.

ii. "Soil Work Plan" means that document attached and incorporated as Appendix 1 to this Consent Decree.

jj. "State" means the State of North Carolina.

kk. "Supervising Contractor" or "Supervising Contractors" means the principal contractor or contractors retained by the Settling Defendants pursuant to Paragraph 13 to supervise and direct the implementation of the Work under this Consent Decree.

ll. "United States" means the United States of America, including all its agencies, departments and instrumentalities.

mm. "Volumetric Ranking" means that listing of persons and volumes attached and incorporated as Appendix 3 to this Consent Decree.

nn. "Waste Material" means (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" or "hazardous waste" under Section 1004 of RCRA, 42 U.S.C. § 6903; and (4) any "hazardous constituent" under 40 C.F.R. § 260.10.

oo. "Work" means all activities Settling Defendants are required to perform under this Consent Decree, except those required by Section XXVIII (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties

a. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the design and implementation of response actions at the Site by the Settling Defendants, to reimburse Past Response Costs of the Plaintiff, and to resolve the claims of Plaintiff against Settling Defendants as provided in this Consent Decree. In addition, this Consent Decree seeks to resolve potential claims of the Settling Defendants which could have been asserted, or later could be asserted, against the United States, including the Settling Federal Agency or De Minimis Settling Federal Agencies, in a well-pleaded complaint.

b. EPA, in its unreviewable discretion, intends to coordinate oversight of Site activities with the State of North Carolina to minimize the regulatory and transactional burdens associated with the Work at the Site and to allow the groundwater investigation at the Site and at the adjacent landfill to proceed with maximum efficiency.

6. Commitments by Settling Defendants, Settling Federal Agency, and De Minimis Federal Agencies

a. Settling Defendants shall finance and perform the Work in accordance with this Consent Decree and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Defendants and approved by EPA pursuant to this Consent Decree. Generator Settling Defendants, Settling Federal Agency and De Minimis Settling Federal Agencies shall pay all amounts required by this Consent Decree.

b. The obligations of Settling Defendants to finance and perform the Work under this Consent Decree are joint and several. The obligations of Generator Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Defendants to finance and perform the Work, the remaining Settling Defendants shall complete all such requirements. In the event of the insolvency or other failure of any one or more Generator Settling Defendants to pay amounts owed the United States, the remaining Generator Settling Defendants shall pay all such amounts.

7. Compliance With Applicable Law

All activities undertaken by Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations.

8. Funding

Notwithstanding any other provisions of this Consent Decree, the Parties to this Consent Decree recognize and acknowledge that the payment obligations imposed upon the Settling Federal Agency and the De Minimis Settling Federal Agencies by this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that the Settling Federal Agency or De Minimis Settling Federal Agencies obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

9. Recordation of Notice

Within 15 days after the entry of this Consent Decree, Owner Settling Defendant shall submit to EPA for review and approval a notice to be filed with the Recorder's Office, Registry of Deeds, or other appropriate office, Caldwell County, State of North Carolina, which shall provide notice of the Consent Decree to all successors-in-title of any parcel included in the Site. Such notice shall identify the United States District Court in which the Consent Decree was filed, the name and civil action number of this case, and the date the Consent Decree was entered by the

Court. Such notice shall be filed within 10 days of EPA's approval of the notice. Owner Settling Defendant shall provide EPA with a certified copy of the recorded notice within 10 days of recording such notice.

10. Notice to Successors-in-Title

At least 30 days prior to the conveyance of any interest in property located within the Site, including, but not limited to, fee interests, leasehold interests, and mortgage interests, Owner Settling Defendant shall give the grantee written notice of this Consent Decree. At least 30 days prior to such conveyance, Owner Settling Defendant shall also give written notice to EPA and the State of the proposed conveyance, including the name and address of the grantee and the date on which notice of the Consent Decree was given to the grantee. In the event of any such conveyance, the Settling Defendants' obligations under this Consent Decree, including their obligations to provide or secure access, shall continue to be met by the Settling Defendants. In no event shall the conveyance release or otherwise affect the liability of the Settling Defendants to comply with all provisions of this Consent Decree. If the United States approves, the grantee may perform some or all of the Work under this Consent Decree.

11. NCP Consistency

In addition to the requirements set forth in this Consent Decree and appendices hereto, all Work shall be performed in a manner consistent with 40 C.F.R § 300.700. The activities conducted by Settling Defendants pursuant to this Consent Decree,

if approved by EPA, shall be considered to be consistent with the NCP.

VI. DE MINIMIS DETERMINATIONS

12. General

a. EPA has determined that this Consent Decree is practicable and in the public interest.

b. This Consent Decree involves only a minor portion of the Response Costs at the Site with respect to each De Minimis Settling Federal Agency.

c. Information currently known to the United States indicates that the amount of hazardous substances contributed to the Site by each De Minimis Settling Federal Agency is minimal in that it does not exceed 580,000 pounds of the materials containing the hazardous substances at the Site and that the toxic or other hazardous effects of the hazardous substances contributed to the Site by each De Minimis Settling Federal Agency do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

d. The Regional Administrator, EPA Region 4, has therefore determined that each De Minimis Settling Federal Agency qualifies for a de minimis settlement pursuant to Section 122(g) (1) (A) of CERCLA, 42 U.S.C. § 9622 (g) (1) (A).

VII. PERFORMANCE OF THE WORK

13. Selection of Supervising Contractors.

a. All aspects of the Work to be performed by Settling Defendants pursuant to Sections VII (Performance of the Work) and VIII (Quality Assurance, Sampling and Data Analysis) shall be under the direction and supervision of the Supervising Contractor or Supervising Contractors, the selection of which shall be subject to disapproval by EPA. Within 30 days after the lodging of this Consent Decree, Settling Defendants shall notify EPA in writing of the name, title, and qualifications of any contractor(s) proposed to be the Supervising Contractor(s). EPA will issue a notice of disapproval or an authorization to proceed. If at any time thereafter, Settling Defendants propose to change a Supervising Contractor, Settling Defendants shall give such notice to EPA and must obtain an authorization to proceed from EPA before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree. The use of more than one Supervising Contractor shall in no way obviate or negate the joint and several nature of the Settling Defendants' obligations under this Consent Decree.

b. If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Defendants in writing of its decision and the reasons for that decision. Settling Defendants shall submit to EPA a list of contractors, including the qualifications of each contractor, that would be acceptable to them within 30 days of receipt of EPA's disapproval of the contractor previously

proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and of the reasons for the disapproval, and an authorization to proceed with respect to any of the other contractors. Settling Defendants may select any contractor from that list that is not disapproved and shall notify EPA of the name of the contractor selected within 21 days of EPA's authorization to proceed.

c. If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Settling Defendants from meeting one or more deadlines in a plan approved by the EPA pursuant to this Consent Decree, Settling Defendants may seek relief under the provisions of Section XX (Force Majeure).

14. Soil Work

a. Beginning 30 days after entry of this Consent Decree by the Court, Settling Defendants shall implement the Soil Work Plan in accordance with the standards, specifications and schedules stated in the Soil Work Plan.

b. The Settling Defendants shall submit to EPA all plans, submittals and other deliverables under the Soil Work Plan in accordance with the approved schedule contained therein pursuant to Section XI (EPA Approval of Submissions).

c. Upon completion of all activities required under the Soil Work Plan, EPA shall make available to the public for review and comment a summary of EPA's proposed response actions, if any, for the soil at the Site.

d. If EPA determines that further response actions and corrective measures are necessary for the soil at the Site, Settling Defendants shall, within 30 days after notification of EPA's final selection of such response actions and corrective measures, submit to EPA for approval a Soil Corrective Measures Implementation Work Plan ("CMI Soil Work Plan"). The CMI Soil Work Plan shall provide for the design, operation, implementation, maintenance and monitoring of the response actions and corrective measures for the soil at the Site. The CMI Soil Work Plan shall be developed and performed in accordance with RCRA, regulations promulgated thereunder, the CAP, 40 C.F.R. § 300.435, and guidance documents identified to the Settling Defendants by EPA at or before EPA's selection of the response actions and corrective measures for the soil at the Site.

e. Upon EPA approval of the CMI Soil Work Plan, Settling Defendants shall implement the approved CMI Soil Work Plan in accordance with the standards, specifications and schedules stated in the CMI Soil Work Plan.

15. RCRA Facility Investigation for Groundwater

a. Within 60 days of entry of this Consent Decree by the Court, Settling Defendants shall submit to EPA for approval a work plan for the performance of the RCRA Facility Investigation ("RFI") for the groundwater at the Site ("RFI Work Plan"). The RFI Work Plan shall be prepared in accordance with RCRA and regulations promulgated thereunder, the CAP, 40 C.F.R. § 300.430(d), and guidance documents identified to the Settling

Defendants by EPA prior to the due date for submittal of the RFI Work Plan. Upon its approval by EPA, the RFI Work Plan shall be incorporated into and become enforceable under this Consent Decree. A specific schedule for implementation of all activities required by the CAP shall be included in the RFI Work Plan. At the same time as they submit the RFI Work Plan, Settling Defendants shall submit to EPA and the State a health and safety plan for field activities required by the RFI Work Plan and which conforms to the CAP.

b. The RFI Work Plan need not address soil contamination at the Site, except to the extent that evaluation of soil contamination is necessary to fulfill the requirements of this Consent Decree with respect to the groundwater.

c. Settling Defendants shall implement the approved RFI Work Plan. Settling Defendants shall submit to EPA all plans, submittals, or other deliverables required under the approved RFI Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence RFI activities at the Site prior to EPA approval of the RFI Work Plan.

d. In accordance with the schedule in the approved RFI Work Plan, Settling Defendants shall submit to EPA for approval a report describing the results of activities under the RFI Work Plan ("RFI Report").

16. Corrective Measures Study

a. Settling Defendants shall conduct a Corrective Measures Study ("CMS") for the groundwater at the Site. The CMS shall be designed to develop and evaluate the corrective action and response action alternatives and to recommend the corrective measure or measures and response action or actions to be taken for the groundwater at the Site.

b. Within 60 days after receipt of EPA approval of the RFI Report, Settling Defendants shall submit to EPA for approval a work plan for the performance of the CMS for the groundwater at the Site ("CMS Work Plan"). The CMS Work Plan shall be prepared in accordance with the CAP, 40 C.F.R. § 300.430(e), and guidance documents identified to the Settling Defendants by EPA prior to the due date for submittal of the CMS Work Plan. The CMS Work Plan shall call for the submittal of the draft Corrective Measures Study Report ("CMS Report") not later than 90 days after EPA approval of the CMS Work Plan. Upon its approval by EPA, the CMS Work Plan shall be incorporated into and become enforceable under this Consent Decree.

c. Settling Defendants shall implement the approved CMS Work Plan. Settling Defendants shall submit to EPA all plans, submittals, or other deliverables required under the approved CMS Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Submissions). Unless otherwise directed by EPA, Settling Defendants shall not

commence CMS activities at the Site prior to EPA approval of the CMS Work Plan.

17. Corrective Measures Implementation

a. Upon EPA approval of the CMS Report, EPA shall make available to the public for review and comment, for a period of not less than 30 calendar days, a summary of EPA's proposed response action and corrective measures for the groundwater and EPA's justification for their selection.

b. Following the public comment period provided for in Paragraph 17(a), EPA shall notify Settling Defendants of the response action and corrective measures selected by EPA for the groundwater at the Site. If the response actions and corrective measures for the groundwater recommended in the CMS Report are not the response actions and corrective measures selected by EPA after the public comment period, EPA shall inform Settling Defendants in writing of the reasons for the decision. Settling Defendants shall modify the RFI Report and CMS Report based upon the public comments if so directed by EPA.

c. Within 60 days after receipt of notification by Settling Defendants of EPA's final selection of the response actions and corrective measures for the groundwater at the Site, Settling Defendants shall submit to EPA a Corrective Measures Implementation Groundwater Work Plan ("CMI Groundwater Work Plan"). The CMI Groundwater Work Plan shall provide for the design, operation, implementation, maintenance and monitoring of the response actions and corrective measures for the groundwater

at the Site. The CMI Groundwater Work Plan shall be developed and performed in accordance with RCRA, regulations promulgated thereunder, the CAP, 40 C.F.R. § 300.435, and guidance documents identified to the Settling Defendants by EPA prior to the due date for submittal of the CMI Groundwater Work Plan.

d. Settling Defendants shall implement the approved CMI Groundwater Work Plan in accordance with the standards, specifications and schedules stated in the CMI Groundwater Work Plan. Settling Defendants shall submit to EPA all plans, submittals, or other deliverables required under the approved CMI Groundwater Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence activities under the CMI Groundwater Work Plan prior to EPA approval of the CMI Groundwater Work Plan.

18. Additional Work.

a. If EPA determines that activities in addition to those specified in the Soil Work Plan and/or in other plans developed under this Consent Decree are necessary to carry out and to maintain the effectiveness of the response actions and corrective measures set forth in this Consent Decree, the Soil Work Plan, or other plans developed under this Consent Decree, EPA may require modification of the Soil Work Plan and/or other plans developed under this Consent Decree, and shall notify Settling Defendants of the necessary modifications. Provided,

however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of Section VII of this Consent Decree.

b. Within 30 days after receipt of notice from EPA pursuant to this Paragraph, Settling Defendants shall make the modifications required by EPA or, as requested by EPA, shall submit a work plan for the additional activities.

c. If Settling Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution under Section XXI (Dispute Resolution). The Soil Work Plan and/or other plans developed under this Consent Decree shall be modified in accordance with final resolution of the dispute.

d. Settling Defendants shall implement any work required by any modifications incorporated in the Soil Work Plan and/or in other plans developed under this Consent Decree in accordance with the approved modification.

VIII. QUALITY ASSURANCE, SAMPLING, and DATA ANALYSIS

19. Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all samples in accordance with "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operation," (EPA QA/R5; "Preparing Perfect Project Plans," (EPA/600/9-88/087), and any amendments to those guidelines upon notification by EPA to Settling Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the

commencement of any monitoring project under Paragraphs 15-17 of this Consent Decree, Settling Defendants shall submit to EPA for approval a Quality Assurance Project Plan ("QAPP") for that project that is consistent with the CAP, the NCP, and any other workplans developed and approved under this Consent Decree, and guidance documents identified to the Settling Defendants by EPA. If relevant to the proceeding, the Parties agree that validated final sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Consent Decree. Settling Defendants shall require their contractors to specify, in all contracts or agreements with laboratories utilized by Settling Defendants in implementing this Consent Decree, that EPA personnel and its authorized representatives are allowed access at reasonable times to all such laboratories. Settling Defendants shall require their contractors to specify, in all contracts or agreements with laboratories performing work for them under this Consent Decree, that the laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Defendants shall require their contractors to specify, in all contracts or agreements with laboratories performing work for them under this Consent Decree, that the laboratories perform all analyses of any samples taken pursuant to this Consent Decree according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for

Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," dated 1990, and the methods in the latest approved edition of "Test Methods for Evaluating Solid Waste (SW-846), and any amendments made thereto during the course of implementing this Consent Decree. Settling Defendants shall require their contractors to specify in all contracts or agreements with all laboratories used for analysis of samples taken pursuant to this Consent Decree that the laboratories shall participate in an EPA or EPA-equivalent QA/QC program. Settling Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Consent Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

20. Upon request, the Settling Defendants shall allow split or duplicate samples to be taken by EPA or its authorized representatives. Settling Defendants shall notify EPA not less than 14 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow the Settling Defendants to take split or duplicate samples of any samples it takes as part of the Plaintiff's oversight of the Settling Defendants' implementation of the Work.

21. Settling Defendants shall submit to EPA five copies of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Defendants with respect

to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

22. Notwithstanding any provision of this Consent Decree, the United States hereby retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

IX. ACCESS

23. Commencing upon the date of lodging of this Consent Decree, the Settling Defendants agree to provide the United States and its representatives, including EPA and its contractors, access at all reasonable times to the Site and any other property to which access is required for the implementation of this Consent Decree, to the extent access to the property is controlled by Settling Defendants, for the purposes of conducting any activity related to this Consent Decree including, but not limited to:

- a. Monitoring the Work;
- b. Verifying any data or information submitted to the United States;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;

f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXVII (Access to Information); and

g. Assessing Settling Defendants' compliance with this Consent Decree.

24. To the extent that the Site or any other property to which access is required for the implementation of this Consent Decree is owned or controlled by persons other than Settling Defendants, Settling Defendants shall use best efforts to secure from such persons access for Settling Defendants, as well as for the United States and its representatives, including, but not limited to, their contractors, as necessary to effectuate this Consent Decree. For purposes of this Paragraph "best efforts" includes the payment of reasonable sums of money in consideration of access. If any access required to complete the Work is not obtained within 45 days of the date of lodging of this Consent Decree, or within 45 days of the date EPA notifies the Settling Defendants in writing that additional access beyond that previously secured is necessary, Settling Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps Settling Defendants have taken to attempt to obtain access.

25. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights,

including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

26. In addition to any other requirement of this Consent Decree, Settling Defendants shall submit to EPA and the State written periodic progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous period; (b) include a summary of all results of sampling and tests and all other data received or generated by Settling Defendants or their contractors or agents in the previous period; (c) identify all work plans, plans and other deliverables required by this Consent Decree completed and submitted during the previous period; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Settling Defendants have proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the community relations activities during the previous period and

those to be undertaken in the next six weeks. Settling Defendants shall submit these progress reports to EPA and the State within ten days after the applicable period ends following the lodging of this Consent Decree until EPA notifies the Settling Defendants pursuant to Section XIV (Certification of Completion). Settling Defendants may submit separate progress reports for the Work related to Paragraph 14 and the Work related to Paragraphs 15 through 17. If requested by EPA, Settling Defendants shall also provide briefings for EPA to discuss the progress of the Work. If the only Work performed is groundwater monitoring, the reporting period shall be quarterly. Otherwise, the reporting period shall be monthly.

27. The Settling Defendants shall notify EPA of any change in the schedule described in the periodic progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity. Nothing in this Paragraph shall relieve Settling Defendants of the obligation to provide the notice of sampling events required by Paragraph 20.

28. Upon the occurrence of any event during performance of the Work that Settling Defendants are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11004, Settling Defendants shall within 24 hours of the onset of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the

unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency Response and Removal Branch, Region 4, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103, 42 U.S.C. § 9603, or EPCRA Section 304, 42 U.S.C. § 11004.

29. Settling Defendants shall submit all plans, reports, and data required by the Soil Work Plan, the CAP, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Defendants shall simultaneously submit all such plans, reports and data to the North Carolina Department of Environment, Health and Natural Resources.

30. All reports and other documents submitted by Settling Defendants to EPA (other than the periodic progress reports referred to above) which purport to document Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Defendants.

XI. EPA APPROVAL OF SUBMISSIONS

31. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, stating the reasons therefor, directing that the Settling Defendants modify

the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Defendants at least one notice of deficiency and an opportunity to cure within 30 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

32. In the event of approval, approval upon conditions, or modification by EPA, under Paragraph 31(a), 31(b), or 31(c), Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the dispute resolution procedures set forth in Section XXI (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies under Paragraph 31(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XXII (Stipulated Penalties).

33. a. Upon receipt of a notice of disapproval pursuant to Paragraph 31(d), Settling Defendants shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in under Section XXII (Stipulated Penalties) shall accrue during the 30-day period or otherwise specified period but

shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 34 and 35.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 31(d), Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Defendants of any liability for stipulated penalties under Section XXII (Stipulated Penalties).

34. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Settling Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XXI (Dispute Resolution).

35. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Defendants invoke the dispute resolution procedures set forth in Section XXI (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Sections XXI

(Dispute Resolution) and XXII (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during dispute resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XXII (Stipulated Penalties).

36. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XII. PROJECT COORDINATORS

37. a. Within 30 days of lodging this Consent Decree, Settling Defendants and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least five working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendants' Project Coordinator shall be subject to disapproval by EPA and shall have the technical expertise

sufficient to oversee adequately all aspects of the Work. The Settling Defendants' and EPA's Project Coordinators shall not be an attorney for any of the Settling Defendants in this matter or for EPA. EPA and Settling Defendants may assign other representatives, including other contractors, to serve as Site representatives during the Work.

b. Settling Defendants may designate separate Project Coordinators for the Work under Paragraph 14 and the Work under Paragraphs 15-17. The use of more than one Project Coordinator shall in no way obviate or negate the joint and several nature of the Settling Defendants' obligations under this Consent Decree.

38. Plaintiff may designate other representatives, including, but not limited to, EPA employees and federal contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have authority to halt any Work required by this Consent Decree when she/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

XIII. ASSURANCE OF ABILITY TO COMPLETE WORK

39. Within 30 days of entry of this Consent Decree by the Court, Settling Defendants shall establish and maintain financial security in the amount of \$6,210,250 in one or more of the following forms:

- (a) A surety bond guaranteeing performance of the Work;
- (b) One or more irrevocable letters of credit equalling the total estimated cost of the Work;
- (c) A trust fund;
- (d) A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Settling Defendants;
- (e) A demonstration that one or more of the Settling Defendants satisfy the requirements of 40 C.F.R. § 264.143(f);
- (f) Internal financial information sufficient to allow EPA to determine that Settling Defendants have sufficient assets available to perform the Work; or
- (g) A combination of the above forms.

40. If the Settling Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 39(d), Settling Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f). If Settling Defendants seek to demonstrate their ability to complete the Work by means of the financial test or the corporate guarantee pursuant to Paragraph 39(d) or Paragraph 39(e), they shall resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually, on the anniversary of entry of this Consent Decree by the Court. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate,

Settling Defendants shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 39. Settling Defendants' inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under this Consent Decree.

41. If Settling Defendants can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 39 after entry of this Consent Decree by the Court, Settling Defendants may, on any anniversary date of entry of this Consent Decree by the Court, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining work to be performed. Settling Defendants shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Settling Defendants may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

42. Settling Defendants may change the form of financial assurance provided under this Section at any time, upon notice to and approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Settling Defendants may change the form of the financial

assurance only in accordance with the final administrative or judicial decision resolving the dispute.

XIV. CERTIFICATION OF COMPLETION

43. a. Within 90 days after Settling Defendants conclude that all phases of the Work relating to Paragraph 14, or the Work related to Paragraphs 15-17, have been fully performed, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants and EPA. If, after the pre-certification inspection, the Settling Defendants still believe that the Work has been fully performed, Settling Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible official of a Settling Defendant or the Settling Defendants' Project Coordinator:

"I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If, after review of the written report, EPA determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Defendants in writing of the activities that must be undertaken by Settling

Defendants pursuant to this Consent Decree to complete the Work. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Submissions). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XXI (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for Certification of Completion by Settling Defendants that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing.

XV. EMERGENCY RESPONSE

44. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Defendants shall, subject to Paragraph 45, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Defendants shall notify the EPA Emergency Response and

Removal Branch, Region 4. Settling Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans and any other applicable plans or documents developed pursuant to this Consent Decree. In the event that Settling Defendants fail to take appropriate response action as required by this Section, and EPA takes such action instead, Settling Defendants shall reimburse EPA all costs of the response action not inconsistent with the NCP.

45. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXIII (Covenants Not to Sue by Plaintiff).

XVI. REIMBURSEMENT OF RESPONSE COSTS
BY SETTLING DEFENDANTS

46. Trust Account

a. EPA currently anticipates that it will offer one or more settlements for this Site under the authority of Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), to certain transporters and generators who are not parties to this Consent Decree ("De

Minimis Settlement"). EPA's offer of a De Minimis Settlement will have two phases. In the first phase, EPA anticipates that it will offer eligible parties an opportunity to settle under 42 U.S.C. § 9622(g), notify them of the amount they must pay, and provide them with a limited time in which to sign the settlement agreement. The amounts due from parties who sign a De Minimis Settlement are the "Expected De Minimis Proceeds." In the second phase, EPA will notify signatories to the De Minimis Settlement of a deadline for submitting the payments due under a De Minimis Settlement. The second phase will occur after the public has been given notice of a De Minimis Settlement under 42 U.S.C. § 9622(i) and the Department of Justice has consented to the De Minimis Settlement as provided under 42 U.S.C. § 9622(i)(3).

b. EPA's decision whether to offer a De Minimis Settlement, the identity of parties to whom EPA offers a De Minimis Settlement, the terms of a De Minimis Settlement, and the timing of a De Minimis Settlement are in the complete and unreviewable discretion of EPA. EPA or the United States may withdraw from or withhold consent to a De Minimis Settlement as permitted by law.

c. To facilitate the De Minimis Settlement and to fulfill their obligations under this Section of the Consent Decree, Generator Settling Defendants shall establish a trust known as the Caldwell Systems De Minimis Trust ("Trust"). The purpose of the Trust shall be to receive, hold, conserve, protect

and disburse funds received from participants in the De Minimis Settlement in accordance with the terms of this Consent Decree.

d. Within 30 days of entry of this Consent Decree by the Court, Generator Settling Defendants shall submit to EPA for review and approval an agreement establishing the Trust ("Trust Agreement"). Generator Settling Defendants shall not be required to place any funds into the Trust at the time it is established. Within 30 days of receipt of EPA approval of the Trust Agreement, Generator Settling Defendants shall submit the fully executed Trust Agreement to EPA.

47. Payment

a. Generator Settling Defendants shall have the payment obligations set forth in Paragraphs 47(b) - 47(e) in the event that EPA meets the following conditions:

i. EPA has offered some or all eligible generators and transporters an opportunity to sign a De Minimis Settlement within one year after entry of this Consent Decree;

ii. The De Minimis Settlements that EPA has offered require that all payments under the De Minimis Settlements be deposited in the Trust; and

iii. The amount of payments that would be made under the De Minimis Settlement(s), if all parties accepted, is at least \$3,360,000.

b. In the event that EPA meets the conditions set forth in Paragraph 47(a), and the Expected De Minimis Proceeds are less

than or equal to \$1,945,555, the Generator Settling Defendants shall pay \$2,350,000 to EPA.

c. In the event that EPA meets the conditions set forth in Paragraph 47(a), and the Expected De Minimis Proceeds are greater than \$1,945,555 but less than \$2,350,000, the Generator Settling Defendants shall pay EPA in accordance with the following formula:

$$\text{Payment to EPA} = (\$1,945,555) + (\$2,350,000 - \text{Expected De Minimis Proceeds}) + .67(\text{Expected De Minimis Proceeds} - \$1,945,555).$$

d. In the event that EPA meets the conditions set forth in Paragraph 47(a), and the Expected De Minimis Proceeds are greater than \$2,350,000, Generator Settling Defendants shall pay EPA in accordance with the following formula:

$$\text{Payment to EPA} = \$2,216,533 + .33(\text{Expected De Minimis Proceeds} - \$2,350,000).$$

e. In the event that EPA meets the conditions set forth in Paragraph 47(a), and the Expected De Minimis Proceeds are greater than \$1,945,555, Generator Settling Defendants shall pay Caldwell County in accordance with the following formula:

$$\text{Payment to Caldwell County} = .33(\text{Expected De Minimis Proceeds} - \$1,945,555).$$

f. Payments under Paragraphs 47(b) - (d) shall be made in accordance with Paragraphs 48, 49 and 50.

48. Generator Settling Defendants shall make the payments described in Paragraphs 47(b) - 47(d) within 45 days of receiving notice from EPA (a) that EPA has notified settlers under the De

Minimis Settlement that their payments are due, and (b) of the amount of the Expected De Minimis Proceeds.

49. In the event that the payments required by Paragraphs 47(b) - 47(d) are not made by their respective due dates, Generator Settling Defendants shall pay Interest on the unpaid balance(s). The Interest to be paid under this Paragraph shall begin to accrue 30 days after the respective due dates of the payments required by Paragraphs 47(b) - 47(d). Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of Generator Settling Defendants' failure to make timely payments under this Section.

50. Generator Settling Defendants shall make all payments to EPA required by this Section by FedWire Electronic Funds Transfer to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing EPA Site/Spill ID Numbers 04-74 and 04-LF, and DOJ case number 90-11-2-615A. Payment shall be made in accordance with instructions provided to Generator Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office for the Western District of North Carolina following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Generator Settling Defendants shall send notice that such payment has been made to the United States as specified in Section XXIX (Notices and Submissions).

51. After Generator Settling Defendants have made the payments required by Paragraphs 47(b) - 47(d), all money remaining in the Trust shall be paid to Generator Settling Defendants in accordance with the terms of the Trust Agreement.

XVII. REIMBURSEMENT OF EPA'S RESPONSE COSTS BY SETTLING FEDERAL AGENCY AND DE MINIMIS SETTLING FEDERAL AGENCIES

52. a. Subject to Paragraph 8 of this Consent Decree, within 180 days after entry of this Consent Decree by the Court, the United States, on behalf of the Settling Federal Agency, shall cause to be transferred to the EPA Hazardous Substance Superfund the sum of \$190,891.22 in reimbursement of Past Response Costs.

b. Subject to Paragraph 8 of this Consent Decree, within 180 days after entry of this Consent Decree by the Court, the United States, on behalf of the De Minimis Settling Federal Agencies, shall cause to be transferred to the EPA Hazardous Substance Superfund the sum of \$98,670.90 in reimbursement of Response Costs, which payment includes the sum of \$37,741.90 as a premium.

c. In the event that the payments required by this Section are not made within 180 days of entry of this Consent Decree by the Court, Interest on the unpaid balance(s) shall be paid commencing on the 181st day after the entry of this Consent Decree by the Court, and accruing through the date of the payment(s).

XVIII. REIMBURSEMENT OF SETTLING DEFENDANTS'
RESPONSE COSTS BY SETTLING FEDERAL AGENCY

53. a. Subject to Paragraph 8 of this Consent Decree, within 180 days after entry of this Consent Decree by the Court, the United States shall pay to the Settling Defendants, on behalf of the Settling Federal Agency, the sum of \$33,205.03 in reimbursement of past Response Costs of Settling Defendants, and the sum of \$510,669.26 in reimbursement of Future Response Costs to be incurred by Settling Defendants, which payment of Future Response Costs includes a premium of \$145,905.50. Payments under this Paragraph shall be made to by wire transfer to:

Caldwell County General Fund
Account # 0047-00047004825
Routing Transit # 053000219

County Taxpayer ID # 566001967

Bank: North Carolina Capitol Management Trust
c/o Sterling Capital Distributors, Inc.
One First Union Center
301 South College Street
Suite 320
Charlotte, North Carolina 28202-6005
(800) 222-3232

b. In the event that the payments required by this Paragraph are not made within 180 days after entry of this Consent Decree by the Court, interest on the unpaid balance(s) shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 181st day after entry of this Consent Decree by the Court, and accruing through the date of the payment(s).

XIX. INDEMNIFICATION AND INSURANCE

54. a. The United States does not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Settling Defendants shall indemnify, save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Further, the Settling Defendants agree to pay the United States all costs it incurs including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. The United States shall not be held out as a party to any contract entered into by or on behalf

of Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States.

b. The United States shall give Settling Defendants written notice of any claim for which the United States plans to seek indemnification pursuant to Paragraph 54(a), and shall consult with Settling Defendants prior to settling such claim.

55. Settling Defendants waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Defendants shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

56. No later than 15 days before commencing any on-site Work, Settling Defendants shall secure, and shall maintain until the first anniversary of EPA's Certification of Completion of the Work pursuant to Section XIV (Certification of Completion),

comprehensive general liability insurance with limits of at least \$1,000,000, combined single limit, and automobile liability insurance with limits of \$1,000,000 combined single limit, naming the United States as an additional insured. In addition, for the duration of this Consent Decree, Settling Defendants shall satisfy, or shall require in their contracts, or shall otherwise use best efforts to ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Defendants shall provide to EPA certificates of such insurance and, upon request, a copy of each insurance policy. Settling Defendants shall resubmit such certificates and copies of policies each year on the anniversary of entry of this Consent Decree by the Court. If Settling Defendants demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XX. FORCE MAJEURE

57. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of

the Settling Defendants, of any entity controlled by Settling Defendants, or of Settling Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Defendants' best efforts to fulfill the obligation. The requirement that the Settling Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work.

58. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Hazardous Waste Management Division, EPA Region 4, within 48 hours of when Settling Defendants first knew that the event has caused or is likely to cause a delay. Within five days thereafter, Settling Defendants shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate

the delay or the effect of the delay; the Settling Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Settling Defendants shall be deemed to know of any circumstance which Settling Defendants, any entity controlled by Settling Defendants, or Settling Defendants' contractors knew or should have known.

59. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Defendants in

writing of its decision and the reasons therefor. If EPA agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

60. If Settling Defendants elect to invoke the dispute resolution procedures set forth in Section XXI (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Defendants complied with the requirements of Paragraphs 57 and 58. If Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XXI. DISPUTE RESOLUTION

61. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United

States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

62. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute, which may include the use of independent third-party neutrals. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

63. a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 15 days after conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants.

b. Within 30 days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. Within 10 days

after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

64. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

65. Following receipt of Settling Defendants' Reply Statement of Position submitted pursuant to Paragraph 63(b), the Director of the Waste Management Division, EPA Region 4, will issue a final decision resolving the dispute based on the administrative record described in Paragraph 64.

66. The Waste Management Division Director's decision under Paragraph 65 shall be binding on Settling Defendants unless, within 10 days of receipt of the decision, Settling Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion.

67. In proceedings on any dispute governed by this Section, Settling Defendants shall have the burden of demonstrating that the decision of the Waste Management Division Director is

arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 64.

68. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of Settling Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 76. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXII (Stipulated Penalties).

XXII. STIPULATED PENALTIES

69. Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 70 and 71 to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XX (Force Majeure). "Compliance" by Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the Soil Work Plan, the CAP, the NCP

and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

70. a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in subparagraph b:

<u>Penalty per violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000	1st through 14th day
\$2,000	15th through 30th day
\$3,000	31st through 45th day
\$7,000	46th day and beyond

b. Violations subject to stipulated penalties under this Paragraph are:

- (i) Failure to submit or modify any deliverable required by the Soil Work Plan;
- (ii) Failure to submit or modify the RFI Work Plan or any deliverable due thereunder;
- (iii) Failure to submit or modify the RFI Report;
- (iv) Failure to submit or modify the CMS Work Plan or any deliverable due thereunder;
- (v) Failure to submit or modify the CMS Report;
- (vi) Failure to submit or modify the CMI Soil Work Plan;
- (vii) Failure to submit or modify the CMI Groundwater Work Plan or any deliverable due thereunder;

- (viii) Failure to submit the Trust Agreement; and
- (ix) Failure to pay Past Response Costs in accordance with Section XVI (Reimbursement of Response Costs by Settling Defendants).

71. The following stipulated penalties shall accrue per violation per day for any other violation of this Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500	1st through 14th day
\$1,000	15th through 30th day
\$2,000	31st through 45th day
\$3,500	46th day and beyond

72. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendants of any deficiency; (2) with respect to a decision by the Director of the Waste Management Division, EPA Region 4, under Paragraph 65, during the period, if any, beginning on the 21st day after the date that Settling Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision

regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XXI (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

73. Following EPA's determination that Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Defendants written notification of the same and describe the noncompliance. EPA may send the Settling Defendants a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Settling Defendants of a violation.

74. All penalties accruing under this Section shall be due and payable to the United States within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties, unless Settling Defendants invoke the Dispute Resolution procedures under Section XXI (Dispute Resolution). All payments to the United States under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," and shall be mailed to:

United States Environmental Protection Agency
Region 4
P.O. Box 100142
Atlanta, Georgia 30384.

All payments shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Numbers 04-74 and 04-LF, DOJ Case Number 90-11-2-615A, and the name and address of the Settling Defendant making the payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States as provided in Section XXIX (Notices and Submissions).

75. The payment of penalties shall not alter in any way Settling Defendants' obligation to complete the performance of the Work required under this Consent Decree.

76. Penalties shall continue to accrue as provided in Paragraph 68 of this Consent Decree during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Settling Defendant, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within 60

days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Defendants to the extent that they prevail.

77. a. If Settling Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as Interest. Settling Defendants shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 73.

b. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Consent Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1). Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

78. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any

portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XXIII. COVENANTS NOT TO SUE BY PLAINTIFF

79. Covenant not to sue. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 80, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), for performance of the Work and for recovery of Past Response Costs. In addition, the United States covenants not to sue Owner Settling Defendant pursuant to Section 3008(h) of RCRA, 42 U.S.C. § 6928(h), for performance of the Work. With respect to the Generator Settling Defendants, the covenant not to sue or take administrative action under Section 106 of CERCLA, 42 U.S.C. § 9606, shall take effect upon the effective date of this Consent Decree. With respect to the Generator Settling Defendants, the covenant not to sue or take administrative action under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), shall take effect upon issuance by EPA of the notification under Paragraph 48 and payment of the money due under Paragraphs 47 and 49. With respect to the Owner Settling Defendant, these covenants not to sue shall take effect upon the effective date of this Consent Decree. These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These

covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

80. General reservations of rights. The covenants not to sue set forth in Paragraph 79 do not pertain to any matters other than those expressly specified in Paragraph 79. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

- a. claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;
- b. liability arising from the past, present or future disposal, release or threat of release of Waste Materials outside of the Site;
- c. criminal liability;
- d. liability for violations of federal or state law which occur during or after implementation of the Work;
- e. liability arising from the future arrangement for disposal or treatment of Waste Materials at the Site after the date of lodging of this Consent Decree;
- f. liability for damages for injury to, destruction of, or loss of Natural Resources, and for Damage Assessment costs; and
- g. liability pertaining to the Landfill Area.

81. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

XXIV. COVENANTS BY EPA

82. Covenant for Settling Federal Agency

In consideration of the payments that will be made by the United States on behalf of the Settling Federal Agency under this Consent Decree, and except as specifically provided in Paragraph 84, EPA covenants not to take administrative action against Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), for performance of the Work and for recovery of Past Response Costs. These covenants not to take administrative action shall take effect upon receipt by EPA of the payments required by Paragraph 52(a). These covenants are conditioned upon the satisfactory performance by Settling Federal Agency of its obligations under this Consent Decree. These covenants extend only to the Settling Federal Agency and do not extend to any other person.

83. Covenant for De Minimis Settling Federal Agencies

In consideration of the payments that will be made by the United States on behalf of the De Minimis Settling Federal Agencies under this Consent Decree, and except as specifically provided in Paragraph 85, EPA covenants not to take administrative action against De Minimis Settling Federal Agencies pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), with regard to the Site. These covenants not

to take administrative action shall take effect upon receipt by EPA of the payments required by Paragraph 52(b). These covenants are conditioned upon the satisfactory performance by De Minimis Settling Federal Agencies of their obligations under this Consent Decree. These covenants extend only to the De Minimis Settling Federal Agencies and do not extend to any other person.

84. Reservations of Rights against Settling Federal Agency

The covenants not to take administrative action set forth in Paragraph 82 do not pertain to any matters other than those expressly specified in Paragraph 82. EPA reserves, and this Consent Decree is without prejudice to, all rights against Settling Federal Agency with respect to all other matters, including but not limited to, the following:

- a. claims based on a failure by Settling Federal Agency to meet a requirement of this Consent Decree;
- b. liability arising from the past, present or future disposal, release or threat of release of Waste Materials outside of the Site;
- c. criminal liability of any employee;
- d. liability for violations of federal or state law which occur during or after implementation of the Work;
- e. liability arising from the future arrangement for disposal or treatment of Waste Materials at the Site after the date of lodging of this Consent Decree;
- f. liability pertaining to the Landfill Area; and

- g. liability for damages for injury to, destruction of, or loss of Natural Resources, and for Damage Assessment Costs.

85. Reservations of Rights against De Minimis Settling Federal Agencies

a. Nothing in this Consent Decree is intended to be nor shall be construed as a release or covenant not to take administrative action for any claim which EPA may have against De Minimis Settling Federal Agencies for:

1. any liability as a result of failure to make the payments required by Paragraph 52 (b);
2. criminal liability of any employee;
3. any matters not expressly included in the covenant not to take administrative action set forth in Paragraph 83;
4. liability arising from the future arrangement for disposal or treatment of Waste Materials at the Site after the date of lodging of this Consent Decree; and
5. liability for damages for injury to, destruction of, or loss of Natural Resources, and for Damage Assessment Costs.

b. The covenant not to take administrative action in Paragraph 83 is null and void if information is discovered which indicates that:

1. De Minimis Settling Federal Agencies fail to meet any of the criteria specified in Section 122 (g) (1) (A) of CERCLA, 42 U.S.C. § 9622 (g) (1) (A), because the

De Minimis Settling Federal Agencies contributed greater than 580,000 pounds of materials containing hazardous substances at the Site or contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site; or

2. The United States, on behalf of the De Minimis Settling Federal Agencies, fails to make the payment required by Paragraph 52(b).

XXV. COVENANTS BY SETTLING DEFENDANTS

86. Covenant Not to Sue. Subject to the reservations in Paragraph 87, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States, or any employee, officer, department, agency or instrumentality thereof, with respect to any matters relating to the Site or this Consent Decree, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of law;

- b. any claims against the United States under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607, 9613, related to the Site; or

- c. any claims arising out of response activities at the Site, including claims based on EPA's selection of response

actions, oversight of response activities or approval of plans for such activities.

87. The Settling Defendants reserve, and this Consent Decree is without prejudice to the following:

a. Claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not an "employee of the government" as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Settling Defendants' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA; and

b. Contribution claims against the Settling Federal Agency and De Minimis Settling Federal Agencies in the event any claim is asserted by the United States against Settling Defendants under authority of or under subparagraph 80(f), but

only to the same extent, and for the same matters, transactions or occurrences as are raised in the claims of the United States.

88. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

89. Settling Defendants agree to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person (i) whose liability to Settling Defendants with respect to the Site is based solely on CERCLA § 107(a)(3) or (4), 42 U.S.C. § 9607(a)(3) or (4), and (ii) who arranged for the disposal, treatment, or transport for disposal or treatment, of 4,000 pounds or less of materials containing hazardous substances, as reflected in the Volumetric Ranking, except where EPA has determined that such material contributed or could contribute significantly to the costs of response at the Site.

90. With respect to any claims reserved by the Plaintiff under Paragraph 80(a) through (e) or 80(g), each Settling Defendant agrees not to assert the running of any statute of limitations, laches or similar bars or defenses to any action arising out of or related to the Site filed against such Settling Defendant by Plaintiff.

XXVI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

91. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person

not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party to this Consent Decree.

92. The Parties agree, and by entering this Consent Decree the Court finds, that the Settling Defendants and Settling Federal Agency are entitled, as of the date of entry of this Consent Decree by the Court, to protection from contribution actions or claims as provided by CERCLA Section 113(f), 42 U.S.C. § 9613(f), and any other applicable authorities, for matters addressed in this Consent Decree. For purposes of this Paragraph, "Matters addressed in this Consent Decree" means all response actions taken and to be taken and all Response Costs incurred and to be incurred in connection with the Site by EPA or by any person, except for liability arising after the effective date of this Consent Decree and for damages for injury to, destruction of, or loss of natural resources, including Damage Assessment Costs.

93. The Parties agree, and by entering this Consent Decree the Court finds, that the De Minimis Settling Federal Agencies are entitled, as of the date of entry of this Consent Decree by

the Court, to protection from contribution actions or claims as provided by CERCLA Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2), 9622(g)(5), for matters addressed in this Consent Decree. For purposes of this Paragraph, "Matters addressed in this Consent Decree" means all response actions taken and to be taken and all Response Costs incurred and to be incurred in connection with the Site by EPA or by any person, except for liability arising after the effective date of this Consent Decree and for damages for injury to, destruction of, or loss of natural resources, including Damage Assessment Costs.

94. Any rights the United States may have and, except as provided in Paragraph 89, any rights the Settling Defendants may have, to obtain contribution or otherwise recover costs or damages from persons not party to this Consent Decree are preserved.

95. Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

96. Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 10 days of service or receipt of any Motion for Summary

Judgment and within 10 days of receipt of any order from a court setting a case for trial.

97. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXIII (Covenants Not to Sue by Plaintiff).

XXVII. ACCESS TO INFORMATION

98. Except as otherwise provided in this Section, Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA for purposes of investigation, information gathering, or testimony, their employees, agents, or

representatives with knowledge of relevant facts concerning the performance of the Work.

99. a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), the public may be given access to such documents or information without further notice to Settling Defendants.

b. Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing documents, they shall provide Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the

document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

100. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXVIII. RETENTION OF RECORDS

101. Until 10 years after Settling Defendants' receipt of EPA's notification pursuant to Section XIV (Certification of Completion), Settling Defendants shall preserve and retain a complete set of all records and documents now in their possession or control or which come into their possession or control that relate in any manner to the performance of the Work or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Settling Defendants' receipt of EPA's notification pursuant to Section XIV (Certification of Completion), Settling Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

102. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to EPA. Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

103. a. Each Settling Defendant hereby certifies, individually, to the best of its knowledge and belief, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States.

b. Settling Federal Agency and each De Minimis Settling Federal Agency hereby certify that: (1) it has complied, and will continue to comply, with all applicable Federal record retention laws, regulations and policies, and (2) to the best of its knowledge and belief, after reasonable inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by EPA.

XXIX. NOTICES AND SUBMISSIONS

104. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another or to the State, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, Settling Federal Agency, De Minimis Settling Federal Agencies, the State, and Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DOJ # 90-11-2-615A

and

Chief, Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
L'Enfant Plaza Station
Washington, D.C. 20026-3986
Re: DOJ # 90-11-3-1120

and

Director, Waste Management Division
U.S. Environmental Protection Agency
Region 4
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104
Re: Caldwell Systems, Inc.

As to EPA

Carolyn B. Thompson
Waste Management Division
U.S. Environmental Protection Agency
Region 4
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104
Re: Caldwell Systems, Inc.

Copies of all payments made under Sections XVI (Reimbursement of Response Costs by Settling Defendants) or XXII (Stipulated Penalties) shall be sent to:

Paula Batchelor
Cost Recovery Section
Waste Management Division
U.S. Environmental Protection Agency
Region 4
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104
Re: Caldwell Systems, Inc.

As to the State

Robert L. Glaser
Hydrologist
Hazardous Waste Section
Waste Management Division
North Carolina Department of Environment, Health
and Natural Resources
401 Oberlin Road
Suite 150
Raleigh, North Carolina 27605

As to the Settling Defendants

As to the Generator Settling Defendants

Stephen W. Earp
Smith Helms Mulliss & Moore, L.L.P.
P.O. Box 21927
Greensboro, North Carolina 27420

As to the Owner Settling Defendant

William G. Ross, Jr.
Brooks, Pierce, McLendon, Humphrey & Leonard
2000 Renaissance Plaza
230 North Elm Street
Greensboro, North Carolina 27401

XXX. EFFECTIVE DATE

105. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXXI. RETENTION OF JURISDICTION

106. This Court retains jurisdiction over both the subject matter of this Consent Decree and Settling Defendants for the

duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with Section XXI (Dispute Resolution).

XXXII. COMMUNITY RELATIONS

107. Settling Defendants shall cooperate with EPA in providing information regarding the Work to the public. As requested by EPA, Settling Defendants shall participate in the preparation of such information for dissemination to the public and shall participate in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site.

XXXIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

108. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

109. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of this agreement may not be used as evidence in any litigation between the Parties.

XXXIV. SIGNATORIES/SERVICE

110. Each undersigned representative of a Settling Defendant to this Consent Decree and the Associate Attorney General for Environment and Natural Resources of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this Document.

111. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of this Consent Decree.

112. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Settling Defendant with respect to all matters arising under or related to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules

of this Court, including, but not limited to, service of a summons.

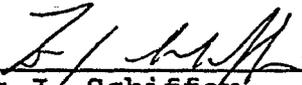
SO ORDERED THIS 16th day of Jan., 1998


United States District Judge

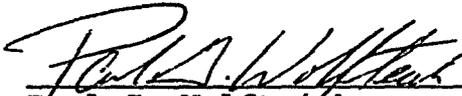
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR THE UNITED STATES OF AMERICA

Date: July 29, 1992



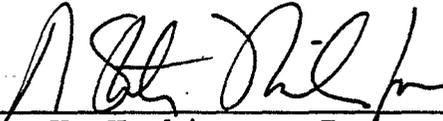
Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530



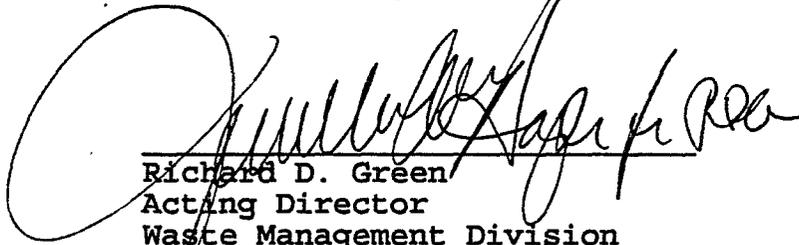
Paul G. Wolfteich
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530



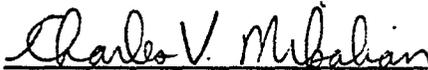
S. Randall Humm
Environmental Defense Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530



John H. Hankinson, Jr.
Regional Administrator
U.S. Environmental Protection Agency
Region 4
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104



Richard D. Green
Acting Director
Waste Management Division
U.S. Environmental Protection Agency
Region 4
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104

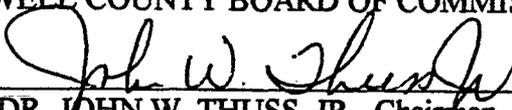


Charles V. Mikalian
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 4
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104

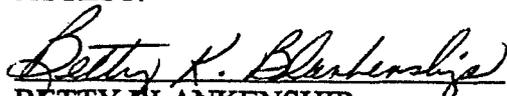
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et al., relating to the Caldwell Systems Site.

FOR CALDWELL COUNTY

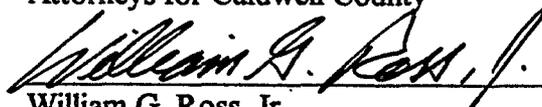
CALDWELL COUNTY BOARD OF COMMISSIONERS

By: 
DR. JOHN W. THUSS, JR., Chairman

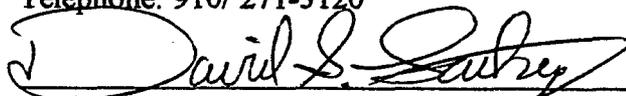
ATTEST:


BETTY BLANKENSHIP,
Clerk to the Board of
Commissioners

Attorneys for Caldwell County



William G. Ross, Jr.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
2000 Renaissance Plaza
230 North Elm Street
Post Office Box 26000
Greensboro, North Carolina 27420
Telephone: 910/ 271-3120



David S. Lackey
Wilson, Palmer & Lackey, P.A.
202 Main Street, N.W.
Lenoir, North Carolina 28645
Telephone: 704/ 754-6456

Agent Authorized to Accept Service on Behalf of Caldwell County:

William G. Ross, Jr., Attorney
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
2000 Renaissance Plaza
230 North Elm Street
Post Office Box 26000
Greensboro, North Carolina 27420
Telephone: 910/ 271-3120

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR

Allied Signal Inc.

Date:

5/7/97

Paul Arbesman

Paul H. Arbesman

[name - please type]

Leader, Remediation & Evaluation Ser

[Title - please type]

P.O. Box 1139, 101 Columbia Road

[address -please type]

Morristown, NJ 07962-1139

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

[Please type] Paul Arbesman

Title:

Leader, Remediation & Evaluation Services

Address:

101 Columbia Road, Morristown, NJ 07962-1139

Tel. Number:

201-455-4251

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR BASF Corporation as successor to Inmont Corporation

Date: May 7, 1997

Nancy Lake Martin
Nancy Lake Martin
Senior Counsel
3000 Continental Drive - North
Mount Olive, NJ 07828-1234

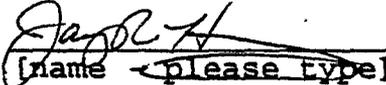
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Nancy Lake Martin
Title: Senior Counsel
Address: 3000 Continental Drive - North, Mt. Olive, NJ
Tel. Number: 201-426-3208

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Bassett Furniture Industries of North Carolina, Inc.

Date: 5-8-97


[name - please type] Jay R. Hervey
[Title - please type] Vice President &
[address - please type] General Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] Jay Hervey
Title: Vice President & General Counsel
Address: P.O. Box 626, Bassett, VA 24055
Tel. Number: (540) 629-6311

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

Date: 5-6-97

FOR BERNHARDT FURNITURE CO.
1339 MORRISTOWN BLVD WENOIR NC 28646
PETER W CRAYMER SEC/TREAS
[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ~~PETER W CRAYMER~~
[Please type]
Title: ~~SECRETARY~~
Address: ~~1339 MORRISTOWN BLVD~~
Tel. Number: ~~704-758-6538~~
Stephen R. Berlin, Esq.
Attorney for Bernhardt
Kilpatrick Stockton
1001 W. Fourth St.
Winston-Salem, NC 2710
(910) 607-7304

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et al., relating to the Caldwell Systems Site.

FOR BRIDGESTONE/FIRESTONE, INC.

Date: May 5, 1997

James K. Vines

James K. Vines
General Counsel Environmental
50 Century Blvd.
Nashville, TN 37211

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Jane K. Murphy
Title: Counsel for Bridgestone/Firestone
Address: 77 West Wacker
Chicago, IL 60601
Tel. Number: 312/782-3939

3

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Century Furniture

Date: 4/30/97

Richard L Reese
[name - please type] Richard L Reese
[Title - please type] Secretary Treasurer
[address -please type] PO Box 608
Hickory NC 2860

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] Sec Above.
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Chemtronics, Inc
Stephen A. Burford

Date: May 8, 1997

[name - please type] Stephen A. Burford
[Title - please type] Tech. Supervisor
[address - please type]
P.O. Box Drawer 1431
Duncan, OK 73534-60105

Agent Authorized to Accept Service on Behalf of Above-signed Party:

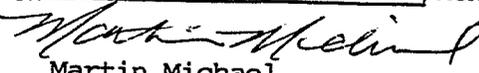
Name: [Please type]
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR CHROMCRAFT (FOR LIBERTY/MOHASCO)

Date: 05/05/97

President
P.O. Box 126
Senatobia, MS 38668


Martin Michael
[name - please type]
[Title - please type]
[address -please type]

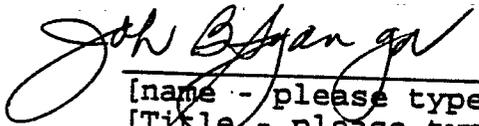
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] See above.
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

CONSOLIDATED FURNITURE CORPORATION
FOR (FORMERLY MOHASCO CORPORATION) FOR LIBERTY FURNITURE COMPANY

Date: MAY 8, 1997



[name - please type] JOHN B. SGANCA
[Title - please type] EXECUTIVE VICE
[address - please type] PRESIDENT AND
CHIEF FINANCIAL OFFICER
1201 N. ORANGE ST
STE 790
WILMINGTON, DE
19801

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] See above.
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR

et al.

Date: May 13, 1997

Thur

[name - please type]
[Title - please type]
[address -please type]

15
5/13

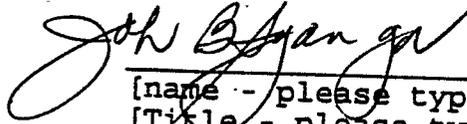
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] Robert Hogfoss
Title: Attorney
Address: NationsBank Plaza, Suite 4100
Tel. Number: (404) 888-4000 600 Peachtree Street, N
Atlanta, GA 30308-2216

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

CONSOLIDATED FURNITURE CORPORATION
FOR (FORMERLY MOHASCO CORPORATION) FOR LIBERTY
FURNITURE COMPANY

Date: MAY 8, 1997

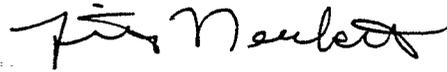


[name - please type] JOHN D. SGANCA
[Title - please type] EXECUTIVE VICE
[address - please type] PRESIDENT AND
CHIEF FINANCIAL OFFICER
1201 N. ORANGE ST
STE 790
WILMINGTON, DE
19801

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: [Please type] See above.
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.



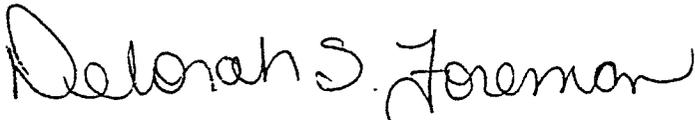
FOR Consolidated Metals Products

Date: 5/7/97

[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] Fritz Neubert
Title: Technical Manager
Address: 650 Rosewood Drive Columbia, SC 29201
Tel. Number: 771-7920

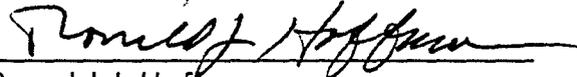


M. C. ...

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR DREXEL HERITAGE FURNISHINGS, INC.

Date: May 5, 1997



Ronald J. Hoffman
Vice President & Chief Financial Officer
1300 National Highway
Thomasville, North Carolina 27360

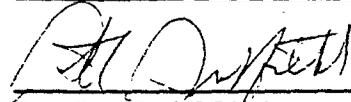
Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Douglas C. Barnard
Vice President, General Counsel & Secretary
1300 National Highway
Thomasville, North Carolina 27360
(910) 476-4777

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

✓ FOR Duke Power Company

Date: May 7, 1997



S. C. Griffith, Jr.
Vice Chairman of the Board &
General Counsel, Duke Power Co.
422 South Church Street
Charlotte, NC 28242-0001

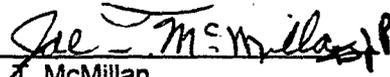
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Ellen T. Ruff
Title: Corporate Secretary
Address: 422 S. Church Street, Charlotte, NC 28242
Tel. Number: (704) 382-8127

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR: Exxon Corporation

DATE: April 14, 1997


J. T. McMillan
Vice President
800 Bell Street
Houston, TX, 77002

Agent authorized to accept Service on Behalf of Above -signed Party:

Name: J. F. Tully
Title: General Attorney
Address: 800 Bell Street
Houston, TX 77002
Tel. Number 713-656-3573

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR FREIGHTLINER CORP.

Date: 5/8/97

X. James T. Hubler

[name - please type] JAMES T. HUBLER
[Title - please type] SR. VICE PRES.
[address - please type] FREIGHTLINER CORP.

4747 N. CHANDELAI
PORTLAND, OR. 97211

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type]

Title: _____

Address: _____

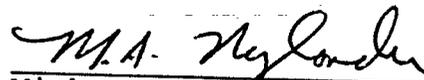
Tel. Number: _____

SAME AS ABOVE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et al., relating to the Caldwell Systems Site.

GKN AUTOMOTIVE, INC.

Date: May 7, 1997



Mick A. Nylander
Corporate Counsel
3300 N. University Drive
Auburn Hills, MI 48326-2362

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Mick A. Nylander
Corporate Counsel
GKN Automotive, Inc.
3300 N. University Drive
Auburn Hills, MI 48326-2362
(810) 377-1290

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR GENERAL ELECTRIC COMPANY

Date: May 8, 1997

Jane W. Gardner
Jane W. Gardner
Manager and Counsel - Remediation Programs

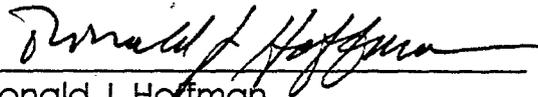
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Andrew J. Thomas, Jr.
Title: Counsel - Environmental Matters
Address: 3135 Easton Turnpike, Fairfield, CT 06431
Tel. Number: (203) 373-2268

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR HENREDON FURNITURE INDUSTRIES, INC.

Date: May 5, 1997



Ronald J. Hoffman
Vice President & Chief Financial Officer
1300 National Highway
Thomasville, North Carolina 27360

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

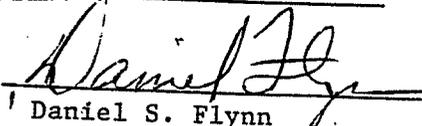
Douglas C. Barnard
Vice President, General Counsel & Secretary
1300 National Highway
Thomasville, North Carolina 27360
(910) 476-4777

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

Hoechst Celanese Corporation, on behalf of American Hoechst Corporation, Celanese Fibers FOR Operations, and Hoechst Fibers Industries

Date:

3/7/97



Daniel S. Flynn
Associate General Counsel
P.O. Box 4915, Warren, NJ 07060

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Daniel S. Flynn
Title: Associate General Counsel
Address: P.O. Box 4915, Warren, NJ 07060
Tel. Number: (908) 231-4073

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et.al., relating to the Caldwell Systems Site.

KINCAID FURNITURE COMPANY, INC.

By 

Its Vice President

1284 N. Telegraph Road
Monroe, MI 48161-3390

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Frank L. Andrews, Esq.
Miller, Canfield, Paddock and Stone
1400 N. Woodward Avenue, Suite 100
Bloomfield Hills, MI 48304
810-645-5000

LA-Z-BOY INCORPORATED (comprised of all its divisions, including, but not limited to, Hammary Furniture, La-Z-Boy East, and Burriss Industries)

By 

Its Vice President - Finance

1284 N. Telegraph Road
Monroe, MI 48161-3390

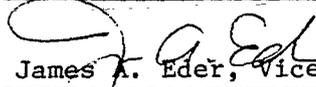
Agent Authorized to Accept Service on Behalf of Above-signed Party;

Name: Frank L. Andrews, Esq.
Miller, Canfield, Paddock and Stone
1400 N. Woodward Avenue, Suite 100
Bloomfield Hills, MI 48304
810-645-5000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

Kollmorgen Corporation
FOR Inland Motor

Date: May 5, 1997


James A. Eder, Vice President

[name - please type]

[Title - please type]

[address - please type]

501 First Street, Radford, VA 24141

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: [Please type] See above.
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR W. S. Creekmuir

Date: April 28, 1997

William S. Creekmuir
Executive VP & CFO, American Drew Division
LADD Furniture, Inc., PO Box HP-3, High Point,
NC 27261
[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name:	<u>[Please type]</u>	Stephen R. Berlin, Esq.
Title:	_____	Attorney
Address:	_____	1001 West Fourth Street
Tel. Number:	_____	Winston-Salem, NC 27101
		910-607-7304

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR MANROLAND INC.
MICHAEL J. HELDT
VICE PRESIDENT
333 CEDAR AVE, MIDDLESEX N.J. 08846
[name - please type]
[Title - please type]
[address -please type]

Date: 5/8/97

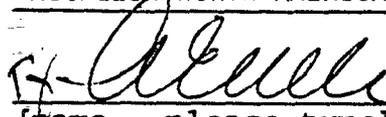
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] Michael J. Heldt
Title: Vice President
Address: 333 Cedar Avenue, Middlesex, NY 08846
Tel. Number: 908-469-6600

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR MICHELIN NORTH AMERICA, INC.

Date: May 7, 1997



[name - please type] Albin E. Uille
[Title - please type] Vice President
[address -please type] One Parkway South
Greenville, SC 29615

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

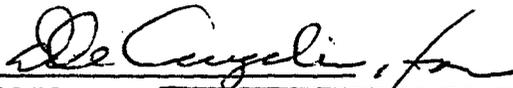
Name: Robert M. Zielinski
Title: Authorized Representative
Address: One Parkway South, Greenville, SC 29615
Tel. Number: (864) 458-5524

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR MOBIL OIL CORPORATION

Date:

5/1/97


[name - T.M. MILTON
[Title - SUPERFUND RESPONSE MANAGER
[address -

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

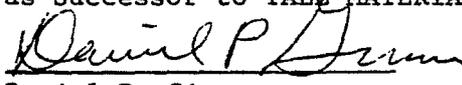
Name: D. De Angelis
Title: Superfund Response Consultant
Address: 3225 Gallows Rd., Fairfax, VA 22037
Tel. Number: 703-849-5922

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR NACCO MATERIALS HANDLING GROUP, INC.
as Successor to YALE MATERIALS HANDLING CORP.

Date:

May 7, 1997



Daniel P. Gimmy
Vice President - Law
15 Junction Road
Flemington, NJ 08822

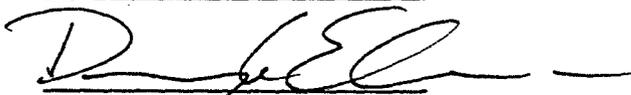
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Daniel P. Gimmy
Title: Vice President - Law
Address: 15 Junction Road, Flemington, NJ 08822
Tel. Number: 908 788 3100

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR National Starch and Chemical Company

Date: May 1, 1997



[name - please type] Douglas E. Cregar
[Title - please type] Vice President, Safety
[address -please type] and Environmental
Affairs

10 FINDERNE AVENUE, BRIDGEWATER, NJ 08807

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Alexander M. Samson, Jr.
[Please type]
Title: Counsel, Regulatory Affairs
Address: 10 FINDERNE AVE., BRIDGEWATER, NJ 08807
Tel. Number: 908-685-5198

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR

Owens Corning

Date:

May 7, 1997

Joyce A. Graves, Case Management Specialist, One Owens Corning Parkway,
~~Toledo, Ohio 43659~~
[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Joyce A. Graves
Title: Case Management Specialist
Address: One Owens Corning Parkway
Tel. Number: (419) 24808551

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR PLANTATION PIPE LINE COMPANY

Date: MAY 7, 1997



[name - ~~please type~~] THOMAS A. BANNIGAN
[Title ~~please type~~] GEN'L COUNSEL/SECT.
[address -please type]

FORM APPROVED

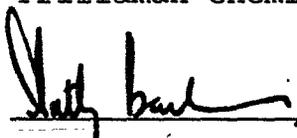
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: [Please type] THOMAS A. BANNIGAN
Title: GENERAL COUNSEL / SECRETARY
Address: 945 E. PACES FERRY RD. N.E. ATLANTA, GA. 30326
Tel. Number: (404) 364-5911

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR: Prillaman Chemical Corporation

Date: May 2, 1997


NAME: Anthony Barber

TITLE: Secretary/Treasurer

ADDRESS: 1100 Madison Street

Martinsville, VA 24112

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Elizabeth W. Boswell

C. Christopher Hagy

Title: Attorney

Address: 999 Peachtree Street, NE

Atlanta, GA 30309-3996

Tel. Number: (404) 853-8000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR R.P. Donnelley & Sons Company

Date: May 2, 1997

Arthur J. Gibson
[name - please type]
[Title - please type]
[address -please type]

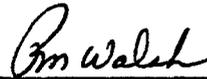
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MONICA A. ROTH
[Please type]
Title: Attorney
Address: R.P. Donnelley & Sons Company
77 W. WACKER DRIVE
CHICAGO, IL 60601
312/326-7064

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et al., relating to the Caldwell Systems Site.

FOR: REEVES BROTHERS, INC.

DATE: May 6, 1997.



Patrick Walsh
Vice President
Reeves Brothers, Inc.
Highway 29 South
Spartanburg, SC 29304

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:	Max E. Justice, Esq.
Title:	Attorney for Reeves Brothers, Inc.
Address:	Parker, Poe, Adams & Bernstein Charlotte, NC 28244
Tel. No.:	704/372-9000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Rexam Industries Corp.

Date: 4/17/97

Gerald T. Moran
[name - please type] Gerald T. Moran
[Title - please type] Vice President
[address - please type] 4201 Congress St.,
Suite 340
Charlotte, NC 28209

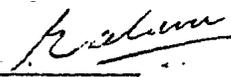
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: [Please type] Gerald T. Moran
Title: Vice President
Address: 4201 Congress St., Suite 340, Charlotte, NC 28209
Tel. Number: (704) 551-1500

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Singer Furniture Company

Date: May 5, 1997

Rahat Alam 

Acting President
135 Raritan Center Parkway
Edison, New Jersey 08837

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Brock Qualls
Title: Finance & Administration Director
Address: Singer Industrial Sewing Products Company
4500 Singer Road
Murfreesboro, TN 37129
Telephone: (615) 893-6493

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

Steelcase Inc.

FOR

Date: 5-2-97

David A. Rinard

[name - please type] David A. Rinard
[Title - please type] Director, Corp. Env.
[address - please type] Quality

P.O. Box 1967 Mail Code PS
Grand Rapids, MI 49501

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name:	<u>[Please type]</u>	Jon Botsford
Title:	_____	Assistant General Counsel
Address:	_____	P.O. Box 1967 CH-2E-06
Tel. Number:	_____	901 46th Street Grand Rapids MI 49501 616.246.9600

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Teva Pharmaceuticals USA, Inc.

Date: May 2, 1997

Beryl L. Snyder
Vice President and
General Counsel
650 Cathill Road, Sellersville, PA 18960


[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: [Please type] See above.
Title: _____
Address: _____
Tel. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Thomson Crown Wood Products

Date: 5-5-97

Clyde C. Barbour

Clyde C. Barbour
Facilities Manager
PO Box 647
Mocksville, NC 27028
PH: 704-634-8642

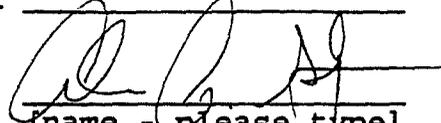
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Clyde C. Barbour
Title: Facilities Manager
Address: PO Box 647, Mocksville, NC 27028
Tel. Number: 704-634-8642

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR UNION CAMP CORPORATION

Date: 5/6/97


[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

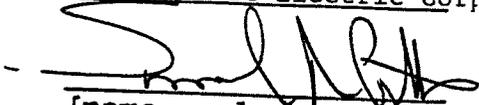
Name: Andrew A. Shayer
[Please type]
Title: Counsel
Address: 1600 Valley Road, Wayne, NJ 07470
Tel. Number: (201) 628-2495

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Westinghouse Electric Corporation

Date: April 25, 1997

Samuel R. Pitts
Vice President
Westinghouse Electric Corporation
11 Stanwix Street
Pittsburgh, PA 15222-1384


[name - please type]
[Title - please type]
[address -please type]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: [Please type] Marlene W. Jackson
Title: Assistant General Counsel
Address: Westinghouse Electric Corporation
Tel. Number: 11 Stanwix Street
Pittsburgh, PA 15222-1384
412-642-5243

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR White Consolidated Industries, Inc.
(Whitin Roberts)

Date: 4-17-97

D. E. Mix

Douglas E. Mix
Vice President - Regulatory Affairs
White Consolidated Industries, Inc.
11770 Berea Road
Cleveland, Ohio 44111

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Douglas A. McWilliams
Title: Attorney
Address: Squire, Sanders & Dempsey, L.L.P.
4900 Key Tower, 127 Public Square
Tel. Number: Cleveland, OH 44114 (216) 479-8332

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Caldwell County, et. al., relating to the Caldwell Systems Site.

FOR Wilsonart International, Inc, (formerly Ralph Wilson Plastics)

Date: April 30, 1997


[name - please type] Emil Studinka, Jr.
[Title - please type] 2400 Wilson Place
[address -please type] Temple, Texas
Director, Regulatory Services

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please type] See Above.
Title: _____
Address: _____
Tel. Number: _____

APPENDIX 1
SOIL WORK PLAN

APPENDIX 2
GENERATOR SETTLING DEFENDANTS

Allied Signal, Inc.
BASF Corporation
Basset Furniture Industries of N.C., Inc.
Berhardt Furniture Company
Bridgestone/Firestone, Inc.
Century Furniture
Chemtronics, Inc.
Chromcraft
Colonial Pipeline Company
Consolidated Furniture Company
Consolidated Metal Products
Drexel Heritage Furnishings, Inc.
Duke Power Company
Exxon Corporation
Freightliner Corporation
GKN Automotive, Inc.
General Electric Company
Henredon Furniture Industries, Inc.
Hoechst Celanese Corporation
Kincaid Furniture Company, Inc.
Kollmorgen Corporation
Ladd Furniture, Inc.
La-Z-Boy Incorporated
MAN Roland, Inc.
Michelin North America, Inc.
Mobil Oil Corporation
NACCO Materials Handling Group, Inc.
National Starch & Chemical Company
Owens Corning
Plantation Pipeline Company
Prillaman Chemical Corporation
R.R. Donnelly & Sons Company
Reeves Brothers, Inc.
Rexam Industries Corporation
Singer Furniture Company
Steelcase, Inc.
Teva Pharmaceuticals, Inc.
Thompson Crown Wood Products
Union Camp Corporation
Westinghouse Electric Corporation
White Consolidated Industries, Inc.
Wilsonart International, Inc.